



AGENDA

Meeting of the
Scotts Valley City Council
REMOTE ACCESS ONLY
Date: February 16, 2022
Time: 6:00 PM

CONTACT INFORMATION	MEETING LOCATION	POSTING
City of Scotts Valley 1 Civic Center Drive Scotts Valley, CA 95066 (831) 440-5600	Zoom Videoconference https://us02web.zoom.us/j/81179926282 <i>See information below for how to participate.</i>	The agenda was posted 2-11-2022 at City Hall and on the Internet at www.scottsvally.org .

PUBLIC ADVISORY REGARDING COVID-19 AND PUBLIC PARTICIPATION

On September 16, 2021, Governor Newsom signed Assembly Bill 361 ("AB 361"), an urgency measure effective upon adoption, amending the Brown Act to allow legislative bodies to continue teleconferencing during a proclaimed State of Emergency, and either state or local officials have imposed or recommended measures to promote social distancing, or the legislative body determines that meeting in person would present imminent risks to the health or safety of attendees. In accordance with AB 361, the Scotts Valley City Council adopted Resolution No. 2007.4 on February 2, 2022 authorizing the continued use of teleconferenced meetings pursuant to AB 361. Elected Officials and City Staff Members will be participating remotely via videoconference.

Public Participation:

The meeting will be available on Zoom and broadcast through Community Television of Santa Cruz on Channel 25 and via their website at the following link: <https://communitytv.org/watch/> (be sure to click on Channel 25). For those wishing to participate via Zoom you can join the following ways:

- Join from a PC, Mac, iPad, iPhone or Android device:
Please click this URL to join. <https://us02web.zoom.us/j/81179926282>
- Or iPhone one-tap:
+16699009128,,88999122100# US (San Jose)
+12532158782,,88999122100# US (Tacoma)
- Or join by phone:
Dial (for higher quality, dial a number based on your current location):
US: +1 669 900 9128 or +1 253 215 8782 or +1 346 248 7799 or +1 646 558 8656
or +1 301 715 8592 or +1 312 626 6799

Webinar ID: 811 7992 6282

You will be given opportunities to provide public comment at the appropriate times throughout the meeting via Zoom. If you are participating via dial-up only, use *9 to raise your hand at the requested time.

How to comment via Zoom:

1. At the appropriate times during the meeting for public comment, on items not on the agenda, and on specific agenda items, the Mayor will announce that public comment will be accepted. Our usual time limits of 3 minutes per individual, or 5 minutes for an individual who is representing a group of three or more, will apply. Please note that per our standard practice, this is not a question and answer time, but simply a time for you to provide your comments to the Council.
2. There is an option on Zoom to raise your hand. Please click on this option when the Mayor announces that public comment will be taken. Zoom places people in line automatically. If you are participating via dial-up, you can raise your hand at the appropriate time by pressing *9. When it is your turn, the City Clerk will unmute you, and you will be able to make your comments based on the above time frames. Once your time is up, you will once again be muted and the next person in line will be given their opportunity to speak.

How to comment via email:

1. Members of the public may provide public comment by sending comments to the City Clerk via email at cityhall@scottsvally.org.
2. Additional materials and emails must be received by 5:30 pm the day of the meeting and will be distributed to agenda recipients prior to the meeting.
3. Emails received after 5:30 pm the day of the meeting will not be included in the record.

ELECTED OFFICIALS	CITY STAFF MEMBERS
Donna Lind, Mayor Jim Reed, Vice Mayor Jack Dilles, Council Member Randy Johnson, Council Member Derek Timm, Council Member	Mali LaGoe, City Manager Casey Estorga, Administrative Services Director Kirsten Powell, City Attorney Steve Walpole, Chief of Police Taylor Bateman, Community Development Director Chris Lamm, Public Works Director Lauren Lambert, Deputy City Clerk Tracy Ferrara, City Clerk

MEETING NOTICE AND AGENDA PACKET MATERIALS

Notice regarding City Council Meetings:

The City Council meets regularly on the 1st and 3rd Wednesday of each month at 6:00 pm.

Agenda and Agenda Packet Materials:

The City Council agenda and the complete agenda packet are available for review by 5:00 pm the Friday before the Wednesday meeting on the Internet at the City's website: <http://scottsvally.org/AgendaCenter>. Due to COVID-19, City Hall is closed to the public therefore, the agenda is only available for viewing online.

Televised Meetings:

City Council meetings are cablecast "Live" on Community Television of Santa Cruz County on Comcast Channel 25 and are also available livestream on the Community TV website at the following link: <https://communitytv.org/watch/>

Zoom Meetings/Webinars:

For those wishing to participate via Zoom you can join from a PC, Mac, iPad, iPhone or Android device by entering or clicking on the following URL:

<https://us02web.zoom.us/j/81179926282>

CALL TO ORDER 6:00 PM

MOMENT OF SILENCE

ROLL CALL

SPECIAL SET MATTER(S)

Presentation of Certificate of Recognition to Tracy Ferrara, City Clerk

COMMITTEE REPORTS

Council members are appointed to committees which are either City committees or committees dealing with other jurisdictions. This portion of the agenda allows the committee member to present oral or written reports to the Council regarding their committee assignments. It also allows the Council to make comments and give the committee member direction, as required.

CITY MANAGER REPORT

PUBLIC COMMENT TIME

This is the opportunity for individuals to make and/or submit written or oral comments to the Council on any items within the purview of the Council, which are NOT part of the Agenda. No action on the item may be taken, but the Council may request the matter be placed on a future agenda.

ALTERATIONS TO CONSENT AGENDA

Council can remove or add items to the Consent Agenda.

CONSENT AGENDA

The Consent Agenda is comprised of items which appear to be non-controversial. Persons wishing to speak on any items may do so raising their hand to be recognized by the Mayor.

- A. Approve City Council minutes of 2-2-2022
- B. Approve check registers dated 2-4-2022 and 2-10-2022
- C. Approve Resolution No. 2011 authorizing the submittal of applications for all CalRecycle grants for which the City of Scotts Valley is eligible

- D. Approve Resolution No. 2012 adopting a notification of intent to comply with Title 14 California Code of Regulations (14CCR) Short Lived Climate Pollutants: Organic Waste Reductions
- E. Authorize the City Manager to execute a Site Use Agreement with the San Lorenzo Valley Soccer Club
- F. Approve the Glenwood Preserve Open Space-Upper Tabor Drive access point opening and improvements with no advertising of the opening
- G. Approve Resolution No. 1998.5 approving the parcel map for MLD 19-002 and PD 19-004; and approve Resolution No. 960.91 authorizing the execution of the subdivision improvement agreement for MLD 19-002, APN 022-902-11
- H. Approve Resolution No. 1882.3 authorizing investment of monies in the Local Agency Investment Fund (LAIF) and authorizing the City Manager, Administrative Services Director, and Finance Manager as authorized signers on the City's LAIF account
- I. Authorize the City Manager to execute an agreement with the Scotts Valley Chamber of Commerce for Shop Local Campaign activities commencing on September 8, 2021

ALTERATIONS TO REGULAR AGENDA

Council can remove or add items to the Regular Agenda.
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REGULAR AGENDA

Persons wishing to speak on any item may do so by raising their hand to be recognized by the Mayor.

- 1. Consider approval of agreement for Skypark Field Maintenance with Brightview Landscape Services, Inc. (Public Works Director Lamm)
- 2. Consider request of non-collection of fees for:
 - a. Request for non-collection of fees for the Scotts Valley Fire Protection District Cornhole Tournament Fundraiser
 - b. Request for non-collection of fees for the Rotary Club of Scotts Valley Drive-thru BBQ fundraiser(Public Works Director Lamm)

3. Future Council agenda items
(This portion of the Regular Agenda allows the Council to determine items to be placed on a future agenda and to choose a date, if so desired.)

ADJOURNMENT

ADA NOTICE

The City of Scotts Valley does not discriminate against persons with disabilities. The City Council Chambers is an accessible facility. If you wish to attend a City Council meeting and require assistance such as sign language, a translator, or other special assistance or devices in order to attend and participate at the meeting, please call the City Clerk's office at (831) 440-5602 five to seven days in advance of the meeting to make arrangements for assistance. If you require the agenda of a City Council meeting be available in an alternative format consistent with a specific disability, please call the City Clerk's Office. The California State Relay Service (TTY/VCO/HCO to Voice: English 1-800-735-2929, Spanish 1-800-855-3000; or, Voice to TTY/VCO/HCO: English 1-800-735-2922, Spanish 1-800-855-3000), provides Telecommunications Devices for the Deaf and Disabled and will provide a link between the TDD caller and users of telephone equipment.

PROCEDURAL INFORMATION FOR THE PUBLIC

**THE FOLLOWING IS THE PROCEDURE COUNCIL SHOULD TAKE IN
APPROVAL OF A RESOLUTION:**

1. Move the Resolution number for approval.
2. Second the motion.
3. Vote by body, a roll call vote is not required.

**THE FOLLOWING IS THE PROCEDURE COUNCIL SHOULD TAKE IN
INTRODUCTION/ADOPTION OF AN ORDINANCE:**

1. Move the Ordinance number for introduction (or adoption).
2. Move the Ordinance be introduced by title only and waive the reading of the text.
3. Read the Ordinance title.
4. Second the motion.
5. Vote by body, a roll call vote is not required.

**THE FOLLOWING IS THE PROCEDURE COUNCIL SHOULD TAKE IN
PUBLIC COMMENT/PUBLIC HEARINGS:**

Unless otherwise determined by the presiding officer of the meeting:

1. Three minutes allowed per individual to speak.
2. Five minutes allowed per individual representing a group of three or more.



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City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: February 16, 2022
TO: Honorable Mayor and City Council
FROM: Mali LaGoe, City Manager
SUBJECT: **COMMENDATION FOR CITY CLERK TRACY FERRARA**

SUMMARY OF ISSUE

City Clerk Tracy Ferrara has announced her retirement as of March 4, 2022 after 33 years of service. Tracy was hired on December 16, 1988 as an Administrative Secretary and during her career she served in many roles, under five city managers and twenty-three City Councilmembers as a dependable and trusted record keeper and support staff. For the last 17 years, Tracy has served as City Clerk attending and memorializing over 350 City Council Meetings and recording thousands of official city documents. Tracy was instrumental in organizing the city's visit to sister city, Nichinan-cho, Japan as well as countless local events. She has received hundreds of commendations and thank you letters from Congressional representatives, various associations and her city colleagues.

In addition to her City service, Tracy served for 22 years in the Army National Guard, advancing to the rank of Sergeant First Class.

The City thanks Tracy for her years of dedicated public service and wishes her well in her retirement.

FISCAL IMPACT

There is no fiscal impact related to this item.

STAFF RECOMMENDATION

It is recommended to read the Commendation prepared to honor City Clerk Tracy Ferrara.

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Commendation of the City Council of the City of Scotts Valley Honoring Tracy Ferrara

- WHEREAS,** City Clerk Tracy Ferrara, is retiring after more than 33 years of outstanding public service to the City of Scotts Valley; and*
- WHEREAS,** Tracy was hired by the City of Scotts Valley on December 16th, 1988 as an Administrative Secretary and during her career she served in many roles, under five City Managers and twenty-three City Councilmembers as a dependable and trusted record keeper and support staff; and*
- WHEREAS,** As City Clerk for 17 years, Tracy memorialized and documented over 350 City Council meetings and filed thousands of resolutions, agreements and contracts; and*
- WHEREAS,** Tracy has processed thousands of Public Records Act requests and recently oversaw the development of a comprehensive records retention policy; and*
- WHEREAS,** Tracy was instrumental in organizing Scotts Valley's 1993 Sister City visit to Nichinan-cho Japan and supporting staff who attended and those who stayed home to run the city; and*
- WHEREAS,** Tracy has received hundreds of commendations and letters of appreciation from Congressional representatives, the US Census Bureau, the City Clerks Association of California, local event organizers and her colleagues for her professionalism and helpfulness; and*
- WHEREAS,** In addition to her City services, Tracy served 22 years in the Army National Guard, advancing to the rank of Sergeant First Class; and*
- WHEREAS,** Tracy developed a reputation as the City's go-to person to take on special projects, to support meetings, and fill in where needed; and more recently she has been the City's institutional encyclopedia, always knowing where to find information to provide historical context to current issues; and*
- WHEREAS,** Tracy has successfully fulfilled her duty to loyally serve the Scotts Valley community during her tenure as an employee and supporter of the City of Scotts Valley*
- NOW, THEREFORE, BE IT RESOLVED,** that the City Council of the City of Scotts Valley does hereby congratulate City Clerk Tracy Ferrara on her retirement and recognize her for 33 years of dedicated service to the people of Scotts Valley*



Donna Lind, Mayor
Signed and sealed this 16th day of February 2022



MINUTES

Meeting of the Scotts Valley City Council

Date: February 2, 2022
Time: 6:00 PM

CONTACT INFORMATION	MEETING LOCATION	POSTING
City of Scotts Valley 1 Civic Center Drive Scotts Valley, CA 95066 (831) 440-5600	Zoom Videoconference	The agenda was posted on 1-28-22 at City Hall and on the Internet at www.scottsvalley.org .

CALL TO ORDER 6:00 PM

The City Council meeting was called to order at 6:03 PM

MOMENT OF SILENCE

ROLL CALL

ELECTED OFFICIALS PRESENT:

Donna Lind, Mayor
Jim Reed, Vice Mayor
Jack Dilles, Council Member
Randy Johnson, Council Member
Derek Timm, Council Member

CITY STAFF MEMBERS PRESENT:

Mali LaGoe, City Manager
Kirsten Powell, City Attorney
Steve Walpole, Chief of Police
Taylor Bateman, Community Development Director
Chris Lamm, Public Works Director/City Engineer
Lauren Lambert, Deputy City Clerk

COMMITTEE REPORTS

CM Dilles reported that on behalf of Mayor Lind he sat in on Congresswomen Eshoo's listening session on the Broadband Initiative, which is part of the Federal Infrastructure Funding.

CM Dilles reported that he attended a meeting of the Santa Margarita Groundwater Agency. The Agency's Groundwater Sustainability Plan was posted January 14, 2022 onto the website for the Santa Margarita Groundwater Agency and the public has 75 days from January 14, 2022 to comment on it.

Vice Mayor Reed reported the Library Finance Authority, met and discussed the full-scale financial report and assessment of the sales tax revenue coming in to support the libraries.

Vice Mayor Reed reported he attended two meetings of the Joint City/School District Committee along with CM Timm. The Committee is working with the School District to get a resolution on the best option for child care at Vine Hill in order for parents to be informed for the 2022-2023 school year.

CM Timm reported that the School District would focus on the child care administration. He also reported the Joint City/School District Committee will meet again in a few weeks to hear back about the potential cost to temporarily rent a mobile unit that would be placed at Vine Hill.

CM Timm reported that the Economic Recovery Subcommittee has been receiving applications for the CBDG Grant and the application deadline has been extended to February 11, 2022.

CM Johnson reported that the Economic Recovery Committee met to discuss the CBDG Grant selection process, which will be done by the Committee. He stated that it is not done on a first come first serve basis and the approved criteria will be followed in making the selections.

Mayor Lind reported that she attended several Santa Cruz Metropolitan Transit District (SCMTD) meetings and the SCMTD will be moving forward with a bond for unfunded pension liability.

Mayor Lind reported that the SCMTD Ad Hoc Committee met for interviews and recruitment of the new CEO. She stated that the Committee had interviews today and will continue on Friday.

Mayor Lind reported the Criminal Justice Council met and discussed the extensive report that was done last year on criminal justice and stated that findings were showing that agencies were very consistent. One area that all agencies agreed needs more help is with Behavioral Health options. This coming year there will be a study conducted on what behavioral health services are available, how we can work to obtain more funding and have more resources to assist not only law enforcement but facilities as well.

Mayor Lind reported the first City Select Committee meeting was held and they welcomed all new mayors and new city managers. Some of the items that will be discussed over the upcoming year include behavioral health, ADU policies, and tobacco and vaping ordinances throughout the County.

CITY MANAGER REPORT

1. **COVID:** The City started offering free COVID tests this week to City employees onsite at City Hall to prevent any spread of COVID amongst the workforce

2. **Community Partners:** City Manager LaGoe met with many of our community partners. She thanked the community for the warm welcome and with helping her understand how the City can partner with the other agencies in the community.
3. **Human Resources:** Amanda Armstrong was promoted to Human Resources Manager. It will be an important position to elevate and bring greater technology into our administrative and HR management systems. Casey Estorga, Administrative Services Director and Amanda Armstrong are at a HR conference this week.
4. **Public Works:** The windows are being replaced in the Recreation building at Skypark this week. The Senior Center has reopened to the public for the community's use. Maintenance crews have been working at Siltanen Park to get the fields ready for Little League and Softball
5. **Budget:** Staff is starting to focus on preparing the budget for 2022/23. They anticipate bringing the fiscal year 2021 Comprehensive Annual Financial Report and the mid-year 2021-2022 budget update in March.

PUBLIC COMMENT TIME

No one came forward.

ALTERATIONS TO CONSENT AGENDA

M/S: Dilles/Johnson

To approve the Consent Agenda.

Carried 5/0 (AYES: Dilles, Johnson, Lind, Reed, Timm)

CONSENT AGENDA

- A. Approve City Council minutes of 1-19-2022
- B. Approve check registers dated 12-17-2021, 12-28-2021, 1-07-2022, 1-13-2022, 1-21-2022, 1-28-2022
- C. Approve Resolution No. 2007.4 authorizing the continued use of teleconferenced meetings pursuant to Assembly Bill 361
- D. Adopt Resolution No. 2009 authorizing the Public Works Director to accept completed Public Works Projects and file notices of completion
- E. Adopt Resolution No. 2010 approving the City of Scotts Valley Sewer System Management Plan

ALTERATIONS TO REGULAR AGENDA

M/S: Dilles/Johnson

To approve the Regular Agenda.

Carried 5/0 (AYES: Dilles, Johnson, Lind, Reed, Timm)

REGULAR AGENDA

1. Future Council agenda items

Mayor Lind announced one of the items coming up will be the vaping ordinance that the chief of police is working on.

CA Powell announced the City Council will be meeting in closed session regarding two matters. The first will be pursuant to Government Code Section 54961 to confer with legal counsel regarding a liability claim filed on behalf of Michelle Ball. The second will be pursuant to Government Code Section 54956.8 to confer with legal counsel regarding real property negotiations of 251 Kings Village Road, Scotts Valley, CA (Scotts Valley Community Theater Guild)

Mayor Lind asked if anyone from the public would like to hear any report from closed session. No one came forward.

ADJOURNMENT

The meeting adjourned at 6:19 p.m.

Approved: _____
Donna Lind, Mayor

Attest: _____
Lauren Lambert, Deputy City Clerk



MINUTES

Special Closed Session Meeting of the Scotts Valley City Council

Date: February 2, 2022

Time: 6:15 PM

CONTACT INFORMATION	MEETING LOCATION	POSTING
City of Scotts Valley 1 Civic Center Drive Scotts Valley, CA 95066 (831) 440-5600	Zoom Videoconference	The agenda was posted 1-28-2022 at City Hall and on the Internet at www.scottsvalley.org .

ROLL CALL

ELECTED OFFICIALS PRESENT:

Donna Lind, Mayor
Jim Reed, Vice Mayor
Jack Dilles, Council Member
Randy Johnson, Council Member
Derek Timm, Council Member

CITY STAFF MEMBERS PRESENT:

Mali LaGoe, City Manager
Kirsten Powell, City Attorney
Casey Estorga, Administrative Services Director
Steve Walpole, Chief of Police
Chris Lamm, Public Work Director/ City Engineer

CALL TO ORDER

6:15 PM

The City Council meeting was called to order at 6:20 PM.

CONVENE TO CLOSED SESSION

CLOSED SESSION SUBJECT(S)

The City Council convened to closed session at 6:20 p.m. to discuss the following items:

- (1) Pursuant to Government Code Section 54961, the City Council met in closed session to confer with the legal counsel regarding a liability claim filed on behalf of Michelle Ball.
- (2) Pursuant to Government Code Section 54956.8 the City Council met in closed session to confer with the legal counsel regarding real property negotiations of 251 Kings Village Road, Scotts Valley, CA (Scotts Valley Community Theater Guild).

RECONVENE TO OPEN SESSION

The City Council reconvened to open session at 7:44 p.m.

REPORT ON ACTION TAKE DURING CLOSED SESSION

Mayor Lind reported that the City Council voted unanimously to deny the claim filed on behalf of Michelle Ball.

Mayor Lind announced there was nothing else to report.

ADJOURNMENT

The meeting adjourned at 7:44 p.m.

Approved: _____
Donna Lind, Mayor

Attest: _____
Lauren Lambert, Deputy City Clerk

Agenda Item B
Date: 02-16-2022

SCOTTS VALLEY ACCOUNTS PAYABLE
02/04/2022 15:45:26 Check Register

CITY OF SCOTTS VALLEY
GL050S-V08.17 COVERPAGE
GL540R

Report Selection:

RUN GROUP... 020422 COMMENT... 02/04/2022 A/P

DATA-JE-ID DATA COMMENT

W-02042022-620 02/04/2022 A/P

Run Instructions:

Jobq	Banner	Copies	Form	Printer	Hold	Space	LPI	Lines	CPI	CP	SP	RT
L		01			Y	S	6	066	10			

BANK	VENDOR	CHECK#	DATE	AMOUNT
BA	GENERAL CHECKING ACCOUNT			
004057	ANDREWS/SELINA	123281	02/04/22	50.00
004029	ARMSTRONG/AMANDA	123282	02/04/22	236.00
000097	AT&T	123283	02/04/22	736.83
004035	BABCOCK/COLTON	123284	02/04/22	50.00
001928	BATEMAN/TAYLOR	123285	02/04/22	50.00
000614	BATTERIES + BULBS #314	123286	02/04/22	2,122.05
001373	BAY TREE, LLC	123287	02/04/22	3,620.38
004067	BEERS/OLIVIA	123288	02/04/22	50.00
001066	BEHAVIORAL HEALTH CARE I	123289	02/04/22	112.00
000018	BRINK'S AWARDS & SIGNS	123290	02/04/22	52.44
003887	CHEUNG/ATHENA	123291	02/04/22	50.00
.15846	CHRIS WILSON PLUMBING &	123292	02/04/22	224.25
003656	CIVICPLUS	123293	02/04/22	201.96
002091	COMCAST	123294	02/04/22	148.31
004068	CORDICO INC.	123295	02/04/22	2,600.00
000975	DEAN/MICHAEL R.	123296	02/04/22	50.00
003990	DIBENEDETTO/GUNNAR	123297	02/04/22	292.33
004003	DREW DDS/ALLYSON S	123298	02/04/22	145.00
003248	EARTHWORKS	123299	02/04/22	4,760.00
004005	ESTORGA/CASEY	123300	02/04/22	124.00
000202	FEDERAL EXPRESS	123301	02/04/22	1,072.71
000202	FEDERAL EXPRESS	123302	02/04/22	409.98
000582	FERRARA/TRACY A.	123303	02/04/22	50.00
003706	GRANADOS/JUSTIN	123304	02/04/22	50.00
004059	HAROS/JOANNA	123305	02/04/22	50.00
004066	HEATHER A. HARDEE	123306	02/04/22	600.00
003944	HEBARD/TYLER	123307	02/04/22	50.00
001903	JONES/KIMARIE	123308	02/04/22	50.00
003993	JORDAN/ZACHARY	123309	02/04/22	50.00
004024	K & D LANDSCAPING, INC.	123310	02/04/22	3,320.00
001660	KING/KATI	123311	02/04/22	50.00
001992	KOSMONT COMPANIES, INC	123312	02/04/22	717.60
004018	LAMBERT/LAUREN	123313	02/04/22	50.00
004046	LAMM/CHRIS	123314	02/04/22	50.00
001030	LEAGUE OF CA CITIES	123315	02/04/22	6,355.00
003761	LEDGER/CHASE	123316	02/04/22	50.00
003995	LIPARI/NICOLAS	123317	02/04/22	68.00
003389	LOCKE/CERINA	123318	02/04/22	50.00
003913	LONG/AMANDA	123319	02/04/22	50.00
001591	MARKELL/ROD	123320	02/04/22	1,974.00
001815	MC GRATH/TRISH	123321	02/04/22	50.00
001787	MICHAEL WADE PETRINI	123322	02/04/22	125.00
000218	MID VALLEY SUPPLY	123323	02/04/22	663.90
000083	MISSION UNIFORM SERVICE	123324	02/04/22	674.59
001872	NORTH CENTRAL LABORATORI	123325	02/04/22	1,048.95
003766	ORMONDE/ROBERT	123326	02/04/22	50.00
004042	PACE ANALYTICAL SERVICES	123327	02/04/22	605.00
000101	PACIFIC GAS & ELECTRIC C	123328	02/04/22	49,215.67

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT	
BA	GENERAL CHECKING ACCOUNT				
	001233 PORTER DDS MS/BRENT J	123329	02/04/22	1,004.76	
	001097 PRODESSE PROPERTY GROUP	123330	02/04/22	3,523.52	
	001118 RUTHERFORD/JAYSON	123331	02/04/22	50.00	
	001118 RUTHERFORD/JAYSON	123332	02/04/22	256.00	
	000134 S.V. WATER DISTRICT	123333	02/04/22	5,722.95	
	000135 SAN LORENZO VALLEY WATER	123334	02/04/22	45.01	
	003367 SANTA CRUZ LIVE SCAN, IN	123335	02/04/22	90.00	
	001672 SILICON VALLEY PAVING IN	123336	02/04/22	121,431.37	
	000228 SOIL CONTROL LAB	123337	02/04/22	612.00	
	002065 SOTO/ART	123338	02/04/22	50.00	
	004026 STEELE-FREITAS/SETH	123339	02/04/22	50.00	
	002053 STEPFORD	123340	02/04/22	19.17	
	003973 THOMAS/TYLER	123341	02/04/22	225.00	
	003548 TORO PETROLEUM CORP	123342	02/04/22	4,077.83	
	003908 TRANSUNION RISK & ALTERN	123343	02/04/22	80.00	
	004030 U.S. BANK CORPORATE	123344	02/04/22	13,763.74	
	000443 WALPOLE/STEVE	123345	02/04/22	252.00	
	000443 WALPOLE/STEVE	123346	02/04/22	256.00	
	000154 WINCHESTER AUTO STORES	123347	02/04/22	21.93	
	GENERAL CHECKING ACCOUNT			234,757.23	***

SCOTTS VALLEY ACCOUNTS PAYABLE
CITY OF SCOTTS VALLEY
02/04/2022 15:45:26
GL540R-V08.17 PAGE 3

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT
REPORT TOTALS:				234,757.23

RECORDS PRINTED - 000135

GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
----	-----	
001	GENERAL	47,473.75
003	GAS TAX - SPECIAL STATE TRST	121,431.37
004	RECREATION	616.10
010	WASTEWATER OPERATIONS	44,142.43
011	TERTIARY TREATMENT PLANT	5,791.14
019	AFFORDABLE HOUSING	1,974.00
023	SVRDA SUCCESSOR AGENCY	7,143.90
028	SENIOR CENTER	969.51
050	PINEWOOD EST LNDSCP MAINT DT	9.85
077	SKYPARK MAINT ASSESS DIST	954.67
112	DENTAL INS INTERNAL SERV	1,576.76
123	COMMUNITY FACILITY CENTER	1,451.92
150	GENERAL CAPITAL IMPROVEMENTS	1,221.83
TOTAL ALL FUNDS		234,757.23

BANK RECAP:

BANK	NAME	DISBURSEMENTS
----	-----	
BA	GENERAL CHECKING ACCOUNT	234,757.23
TOTAL ALL BANKS		234,757.23

SCOTTS VALLEY ACCOUNTS PAYABLE
02/11/2022 10:41:32 Check Register

CITY OF SCOTTS VALLEY
GL050S-V08.17 COVERPAGE
GL540R

Report Selection:

RUN GROUP... 021022 COMMENT... 02/10/2022 A/P

DATA-JE-ID DATA COMMENT

W-02102022-635 02/10/2022 A/P

Run Instructions:

Jobq	Banner	Copies	Form	Printer	Hold	Space	LPI	Lines	CPI	CP	SP	RT
L		01			Y	S	6	066	10			

BANK	VENDOR	CHECK#	DATE	AMOUNT	
BA	GENERAL CHECKING ACCOUNT				
	003919 ACCO ENGINEERED SYSTEMS	123348	02/10/22	1,080.44	
	004029 ARMSTRONG/AMANDA	123349	02/10/22	92.43	
	001670 AT & T	123350	02/10/22	3,645.99	
	000097 AT&T	123351	02/10/22	9.48	
	003557 BARTEL ASSOCIATES, LLC	123352	02/10/22	11,128.00	
	003573 BEN'S MOTORCYCLE WORKS	123353	02/10/22	715.96	
	003170 BOGARD CONSTRUCTION INC	123354	02/10/22	3,375.00	
	000021 BOWMAN & WILLIAMS	123355	02/10/22	6,460.00	
	000437 BRASS KEY LOCKSMITH	123356	02/10/22	9.84	
	003894 BURKE, WILLIAMS & SORENS	123357	02/10/22	18,266.49	
	001216 C & N TRACTORS	123358	02/10/22	352.13	
	003736 CA DEPT OF TRANSPORTATIO	123359	02/10/22	3,235.57	
	001633 CAL-WEST LIGHTING & SIGN	123360	02/10/22	2,614.40	
	001546 CRAIG/ROBERT J	123361	02/10/22	1,050.00	
	000037 CRYSTAL SPRINGS WATER CO	123362	02/10/22	31.35	
	004071 CUBA WINDOW TINTING	123363	02/10/22	2,488.28	
	001896 D & G SANITATION	123364	02/10/22	981.86	
	000207 DEPARTMENT OF JUSTICE	123365	02/10/22	175.00	
	003160 DIXON & SON TIRE	123366	02/10/22	125.50	
	004037 FERGUSON ENTERPRISES, LL	123367	02/10/22	33.42	
	003993 JORDAN/ZACHARY	123368	02/10/22	472.00	
	000066 KING'S PAINT & PAPER	123369	02/10/22	67.63	
	000078 LLOYD'S TIRE SERVICE INC	123370	02/10/22	118.14	
	000284 LOGAN & POWELL, LLP	123371	02/10/22	21,725.00	
	000195 MESITI-MILLER ENGINEERIN	123372	02/10/22	90.00	
	003171 MICHALAK/GENE	123373	02/10/22	125.00	
	000218 MID VALLEY SUPPLY	123374	02/10/22	1,005.76	
	000939 NATIONAL COMTEL NETWORK	123375	02/10/22	14.07	
	000323 NBS GOVERNMENT FINANCE G	123376	02/10/22	3,274.20	
	004069 PANTHER PROTECTIVE SERVI	123377	02/10/22	300.00	
	000723 PIED PIPER INC./THE	123378	02/10/22	2,450.00	
	000785 PITNEY BOWES	123379	02/10/22	5,000.00	
	004070 QUAD KNOFF, INC.	123380	02/10/22	5,053.00	
	003085 SHRED-IT USA	123381	02/10/22	502.28	
	004026 STEELE-FREITAS/SETH	123382	02/10/22	120.00	
	002053 STEPFORD	123383	02/10/22	1,819.30	
	001844 STERLING WATER TECHNOLOG	123384	02/10/22	1,848.00	
	004020 STOEBERL/NICHOLAS	123385	02/10/22	30.00	
	000143 SUMMIT UNIFORMS	123386	02/10/22	70.00	
	000882 SUPERIOR ALARM COMPANY	123387	02/10/22	201.40	
	000153 THOMSON REUTERS-WEST	123388	02/10/22	355.92	
	003347 TOWNE FORD	123389	02/10/22	39,007.69	
	001366 U.S. BANCORP OFFICE	123390	02/10/22	1,300.62	
	003924 VIRTUAL PROJECT MANAGER	123391	02/10/22	1,000.00	
	GENERAL CHECKING ACCOUNT			141,821.15	***

SCOTTS VALLEY ACCOUNTS PAYABLE
CITY OF SCOTTS VALLEY
02/11/2022 10:41:32
GL540R-V08.17 PAGE 2

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT
REPORT TOTALS:				141,821.15

RECORDS PRINTED - 000081

GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
----	-----	
001	GENERAL	82,051.62
004	RECREATION	753.07
010	WASTEWATER OPERATIONS	1,701.56
011	TERTIARY TREATMENT PLANT	924.00
023	SVRDA SUCCESSOR AGENCY	1,091.40
028	SENIOR CENTER	47.86
077	SKYPARK MAINT ASSESS DIST	330.93
088	LIBRARY FACILITIES-MEAS "S"	3,465.00
112	DENTAL INS INTERNAL SERV	592.00
123	COMMUNITY FACILITY CENTER	343.02
150	GENERAL CAPITAL IMPROVEMENTS	6,460.00
268	PROP 68-PARKS/WATER BOND ACT	5,053.00
306	SUPPL LAW ENFORCEMENT SRVS	39,007.69
TOTAL ALL FUNDS		141,821.15

BANK RECAP:

BANK	NAME	DISBURSEMENTS
----	-----	
BA	GENERAL CHECKING ACCOUNT	141,821.15
TOTAL ALL BANKS		141,821.15

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: February 16, 2022

TO: Honorable Mayor and City Council

FROM: Chris Lamm, Public Works Director / City Engineer

APPROVED: Mali LaGoe, City Manager

SUBJECT: CALRECYCLE SB1383 LOCAL ASSISTANCE GRANT PROGRAM

SUMMARY OF ISSUE

In September 2016, Governor Edmund Brown Jr. set methane emissions reduction targets for California (SB 1383 Lara, Chapter 395, Statutes of 2016) in a statewide effort to reduce emissions of short-lived climate pollutants (SLCP). The targets must reduce organic waste disposal 50 percent by 2020 and 75 percent by 2025 and rescue for people to eat at least 20 percent of currently disposed surplus food by 2025.

The Department of Resources Recycling and Recovery (CalRecycle) is administering a one-time grant program meant to provide aid in the implementation of regulations adopted by CalRecycle pursuant to Chapter 395, Statutes of 2016 and SB170 Budget Act of 2021. This non-competitive grant program provides \$57,000,000 of funding to local jurisdictions to assist with the implementation of regulation requirements associated with SB 1383, including but not limited to:

- Capacity Planning
- Collection
- Edible Food Recovery
- Education and outreach (includes organic waste & edible food recovery)
- Enforcement and Inspection
- Program Evaluation/Gap Analysis
- Procurement Requirements
- Record Keeping

The City of Scotts Valley is programed to received \$20,000 through the grant program. Grant applications were due by February 1, 2022 with a one-month grace period to submit supporting resolutions. The City identified and applied on January 31, 2022 for applicable grant expenses totaling \$20,000 in various categories as part of the

application process, including education and outreach, administrative costs, and material procurement for organic collection and local food recovery partnerships.

The attached Resolution grants authority to the Public Works Director to submit this application and other CalRecycle grants that the City is eligible to submit on for a period of 5 years.

FISCAL IMPACT

There is no fiscal impact to the General Fund. Through the grant program the City will receive \$20,000 to be used for SB1383 implementation.

STAFF RECOMMENDATION

It is recommended that Council approve Resolution No. 2011, authorizing the submittal of applications for all CalRecycle grants for which the City of Scotts Valley is eligible.

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RESOLUTION NO. 2011

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY AUTHORIZING SUBMITTAL OF APPLICATIONS FOR ALL CALRECYCLE GRANTS FOR WHICH CITY OF SCOTTS VALLEY IS ELIGIBLE

WHEREAS, CalRecycle, in consultation with the California Air Resources Board, has adopted regulatory requirements (Regulations), consistent with the mandate of Senate Bill 1383 (Lara, 2016), that are designed to achieve the organic waste reduction goals established in Section 39730.6 of the Health and Safety Code through a 50 percent reduction in the level of the statewide disposal of organic waste from the 2014 level by 2020 and a 75 percent reduction in the level of the statewide disposal of organic waste from the 2014 level by 2025; and

WHEREAS, The Department of Resources Recycling and Recovery (CalRecycle) is administering a one-time grant program meant to provide aid in the implementation of regulations adopted by CalRecycle pursuant to Chapter 395, Statutes of 2016 and SB170 Budget Act of 2021. This non-competitive grant program provides \$57,000,000 of funding to local jurisdictions to assist with the implementation of regulation requirements associated with SB 1383; and

WHEREAS, Public Resources Code sections 48000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT RESOLVED that the City of Scotts Valley authorizes the submittal of application(s) to CalRecycle for all grants for which the City of Scotts Valley is eligible.

BE IT FURTHER RESOLVED that the Public Works Director, or his/her designee, is hereby authorized and empowered to execute in the name of the City of Scotts Valley all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project.

BE IT FURTHER RESOLVED that these authorizations are effective for five (5) years from the date of adoption.

The above and foregoing Resolution was duly and regularly adopted by the City Council of the City of Scotts Valley at a regular meeting held on the 16th day of February, 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Approved: _____
Donna Lind, Mayor

Attest: _____
Lauren Lambert, Deputy City Clerk

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: February 16, 2022

TO: Honorable Mayor and City Council

FROM: Chris Lamm, Public Works Director / City Engineer

APPROVED: Mali LaGoe, City Manager

SUBJECT: SB619 NOTIFICATION OF INTENT TO COMPLY

SUMMARY OF ISSUE

In September 2016, Governor Edmund Brown Jr. set methane emissions reduction targets for California (SB 1383 Lara, Chapter 395, Statutes of 2016) in a statewide effort to reduce emissions of short-lived climate pollutants (SLCP). The targets must reduce organic waste disposal 50 percent by 2020 and 75 percent by 2025 and rescue for people to eat at least 20 percent of currently disposed surplus food by 2025.

Senate Bill 619 (Laird, 2021), through amendments to Section 42652.5 of the Public Resources Code (Statute), created a mechanism called a Notification of Intent to Comply through which a local jurisdiction may secure administrative civil penalty relief from any continuing violations of the Regulations for the 2022 calendar year and may be eligible for a broader and longer-term regulatory compliance path, including suspended administrative civil penalties, through a corrective action plan.

The City and its partners in solid waste, recycling and organics waste collection have made strides over the past year to ensure compliance with the provisions of SB1383, however staff feel that it is in the City's interest to identify the following sections in accordance with the bill as there is still work being performed to reach compliance.

- 14 CCR section 18985.2. Edible Food Recovery Education and Outreach
- 14 CCR section 18991.1. Jurisdiction Edible Food Recovery Program
- 14 CCR section 18991.2. Recordkeeping Requirements for Jurisdiction Edible Food Recovery Program

In order to establish and Edible Food Recovery Program that can meet the needs of residents and business, a clear picture of the amount of food being landfilled by Tier 1 and Tier 2 generators needs to be known. With the franchise agreement being executed in the fall and organics service being implemented on January 1, 2022, the City can now collect accurate information needed to develop this program.

As part of the notification of intent to comply, the local agency must identify tasks and timeframes necessary to complete work in order to come into compliance. The City has identified the following:

- Task 1: Ensure all commercial generators have a mixed organics recycling hauler service (December 31, 2022)
- Task 2: Inspect all Tier 1 and Tier 2 generators to determine pounds of edible food that is currently being landfilled (December 31, 2022)
- Task 3: Use pounds of edible food available for recovery to help establish Edible Food Capacity targets in the Edible Food Recovery Program. (December 31, 2022)

The attached Resolution adopts a Notification of Intent to Comply with Title 14 California Code of Regulations (14CCR) Short Lived Climate Pollutants: Organic Waste Reductions.

FISCAL IMPACT

There is no fiscal impact to the General Fund.

STAFF RECOMMENDATION

It is recommended that Council approve Resolution No. 2012, adopting a notification of intent to comply with Title 14 California Code of Regulations (14CCR) Short Lived Climate Pollutants: Organic Waste Reductions.

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RESOLUTION NO. 2012

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY ADOPTING A NOTIFICATION OF INTENT TO COMPLY WITH TITLE 14 CALIFORNIA CODE OF REGULATIONS (14CCR) SHORT-LIVED CLIMATE POLLUTANTS: ORGANIC WASTE REDUCTIONS

WHEREAS, CalRecycle, in consultation with the California Air Resources Board, has adopted regulatory requirements (Regulations), consistent with the mandate of Senate Bill 1383 (Lara, 2016), that are designed to achieve the organic waste reduction goals established in Section 39730.6 of the Health and Safety Code through a 50 percent reduction in the level of the statewide disposal of organic waste from the 2014 level by 2020 and a 75 percent reduction in the level of the statewide disposal of organic waste from the 2014 level by 2025.

WHEREAS, The City of Scotts Valley is a local jurisdiction required to comply with the Regulations; and

WHEREAS, The City of Scotts Valley is or expects to be facing continuing violations of the Regulations commencing during the 2022 calendar year; and

WHEREAS, Senate Bill 619 (Laird, 2021), through amendments to Section 42652.5 of the Public Resources Code (Statute), created a mechanism called a Notification of Intent to Comply through which a local jurisdiction may secure administrative civil penalty relief from any continuing violations of the Regulations for the 2022 calendar year and may be eligible for a broader and longer-term regulatory compliance path, including suspended administrative civil penalties, through a corrective action plan; and

WHEREAS, The City of Scotts Valley is a local jurisdiction authorized by the Statute to submit a Notification of Intent to Comply for CalRecycle approval;

WHEREAS, CalRecycle shall approve a Notification of Intent to Comply that is duly adopted by the jurisdiction by formal written resolution and meets the requirements of the Statute;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Scotts Valley by and through its Public Works Director hereby formally adopts the Notification of Intent to Comply attached as Exhibit "A."

The City of Scotts Valley hereby authorizes and directs the Public Works Director, on its behalf, to submit the Notification of Intent to Comply attached as Exhibit "A" to CalRecycle for approval pursuant to the Statute.

By submitting the Notification of Intent to Comply pursuant to and subject to the above referenced requirements, the City of Scotts Valley represents and certifies that it will implement the proposed actions to remedy the violations according to the proposed

schedule as approved by CalRecycle and in accordance with the Statute and Regulations.

The City of Scotts Valley by and through its Public Works Director also acknowledges and agrees to comply with any maximum compliance deadline in any corrective action plan that CalRecycle, in its sole discretion, determines to be necessary and appropriate under the circumstances for the correction of any violation(s) of the Statute and Regulations identified in its Notification of Intent to Comply.

The above and foregoing Resolution was duly and regularly adopted by the City Council of the City of Scotts Valley at a regular meeting held on the 16th day of February, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Approved: _____
Donna Lind, Mayor

Attest: _____
Lauren Lambert, Deputy City Clerk

Notification of Intent to Comply

CalRecycle is providing this optional form as a convenience to assist jurisdictions (counties, cities, a county and city, or special districts providing solid waste collection services) for purposes of submitting a notification of intent to comply to CalRecycle [see Public Resources Code (PRC) section 42652.5(c)].

A jurisdiction may submit a notification of intent to comply if it is facing continuing violations of the Short-lived Climate Pollutants: Organic Waste Reductions requirements in Title 14 California Code of Regulations (14 CCR). The written notification of intent to comply, adopted by resolution of the jurisdiction's governing body, shall be sent to CalRecycle no later than **March 1, 2022**, to NOIC@CalRecycle.ca.gov.

A jurisdiction shall, at minimum, include the following in its notification:

1. A description, with specificity, of the continuing violations.
2. A detailed explanation of the reasons, supported by documentation, why the local jurisdiction is unable to comply.
3. A description of the impacts of the COVID-19 pandemic on compliance.
4. A description of the proposed actions the local jurisdiction will take to remedy the violations within the timelines established in 14 CCR section 18996.2 with a proposed schedule for doing so. The proposed actions shall be tailored to remedy the violations in a timely manner.

Upon approval by CalRecycle of a jurisdiction's notification and implementation of the intent to comply, a jurisdiction may be eligible for both of the following:

1. Administrative civil penalty relief for the 2022 calendar year pursuant to PRC section 42652.5(d).
2. A corrective action plan pursuant to 14 CCR section 18996.2.
 - a. CalRecycle may address through a corrective action plan any violations disclosed in a jurisdiction's notification that will take more than 180 days to correct. In this situation, the proposed actions and schedule in the jurisdiction's approved notification will be in effect until a corrective action plan is issued.

CalRecycle will respond in writing to a jurisdiction within 45 business days of receiving its notification with an approval, disapproval, request for additional information, or timeline for a decision on approval or disapproval. CalRecycle will include details about why a jurisdiction did not meet the requirements for a Notification of Intent to Comply when disapproving the jurisdiction's notification.

Please clearly print or type responses. Attach additional pages as necessary.

Jurisdiction Name: City of Scotts Valley

County: Santa Cruz

Person Completing the Form:

First Name: Chris

Last Name: Lamm

Title: Public Works Directory / City Engineer

Mailing Address: 701 Lundy Lane

City: Scotts Valley

Zip Code: 95066

Email Address: clamm@scottsvally.org

Phone Number: 831.438.5854

1. Select using the check boxes below or write in the continuing violations for each applicable regulatory section. For each selection, please describe the specific violations related to the regulatory section.

Example:

- ☒ (B) 14 CCR section 18984.1 Three-Container Organic Waste Collection Services
- i. Not implementing mandatory residential foodwaste collection for all residents. Note: City already provides mandatory greenwaste collection to all residents*
 - ii. Not implementing mandatory commercial organics collection for all businesses under 2 cubic yards. Note: City already provides mandatory commercial organics collection to all businesses 2 cubic yard or more.*

Disclaimer: The list of possible continuing violations below is not inclusive of all potential violations of the regulations.

- (A) 14 CCR section 18984 Combined Organic Waste Collection Services. *This requirement is not included since the requirements are further specified in sections 18984.1-18984.11.*
- ☐ (B) 14 CCR section 18984.1 Three-Container Organic Waste Collection Services
- ☐ (C) 14 CCR section 18984.2 Two-Container Organic Waste Collection Services
- ☐ (D) 14 CCR section 18984.3 Unsegregated Single Container Collection Services
- ☐ (E) 14 CCR section 18984.4 Recordkeeping Requirements for Compliance with Organic Waste Collection Services
- ☐ (F) 14 CCR section 18984.5 Container Contamination Minimization
- ☐ (G) 14 CCR section 18984.6 Recordkeeping Requirements for Container Contamination Minimization
- ☐ (H) 14 CCR section 18984.7 Container Color Requirements
- ☐ (I) 14 CCR section 18984.8 Container Labeling Requirements
- ☐ (J) 14 CCR section 18984.11 Waivers Granted by a Jurisdiction
- ☐ (K) 14 CCR section 18985.1. Organic Waste Recovery Education and Outreach.
- ☒ (L) 14 CCR section 18985.2. Edible Food Recovery Education and Outreach
- ☐ (M) 14 CCR section 18985.3. Recordkeeping Requirements for a Jurisdiction's Compliance with Education and Outreach Requirements
- ☐ (N) 14 CCR section 18988.1. Jurisdiction Approval of Haulers and Self-Haulers
- ☐ (O) 14 CCR section 18988.3. Self-haulers of Organic Waste
- ☐ (P) 14 CCR section 18988.4. Recordkeeping Requirements for Compliance with Jurisdiction Hauler Program
- ☐ (Q) 14 CCR section 18989.1. CALGreen Building Codes
- ☐ (R) 14 CCR section 18989.2 Model Water Efficient Landscape Ordinance

- ☒ (S) 14 CCR section 18991.1. Jurisdiction Edible Food Recovery Program
- ☒ (T) 14 CCR section 18991.2. Recordkeeping Requirements for Jurisdiction Edible Food Recovery Program
- ☐ (U) 14 CCR section 18992.1. Organic Waste Recycling Capacity Planning
- ☐ (V) 14 CCR section 18992.2. Edible Food Recovery Capacity
- ☐ (W) 14 CCR section 18993.1. Recovered Organic Waste Product Procurement Target
- ☐ (X) 14 CCR section 18993.2. Recordkeeping Requirements for Recovered Organic Waste Procurement Target
- ☐ (Y) 14 CCR section 18993.3. Recycled Content Paper Procurement Requirements
- ☐ (Z) 14 CCR section 18993.4. Recordkeeping Requirements for Recycled Content Paper Procurement
- ☐ (AA) 14 CCR section 18994.2. Jurisdiction Annual Reporting
Note: This requirement is not included since jurisdictions are still expected to report to CalRecycle.
- ☐ (BB) 14 CCR section 18995.1. Jurisdiction Inspection Requirements
Note: Section 18995.1(a)(1) should not be included because a jurisdiction should already be completing this action due to the requirements of PRC Chapter 12.9 (commencing with Section 42649.8)
- ☐ (CC) 14 CCR section 18995.2. Implementation Record and Recordkeeping Requirements
- ☐ (DD) 14 CCR section 18995.3. Jurisdiction Investigation of Complaints of Alleged Violations
Note: This requirement is not included since jurisdictions are still expected to investigate complaints.
- ☐ (EE) 14 CCR section 18995.4. Enforcement by a Jurisdiction

Use the check box(es) below to write in the continuing violations for any regulatory section(s) not reflected above and describe the specific violations related to the regulatory section.

Example:

- ☒ (1) (Type regulatory section number) (Type regulatory section title)
 - i. *Describe the specific violations related to the regulatory section*

☐ (1)

☐ (2)

☐ (3)

☐ (4)

☐ (5)

2. A detailed explanation of the reasons why the jurisdiction is unable to comply, supported by documentation, if applicable. In order to establish and Edible Food Recovery Program that can meet the needs of residents, we first need to get a clear picture of the amount of food being landfilled by Tier1 and Tier2 generators. We turned to the Edible Food Calculator tool provided by CalRecycle for this purpose, but lack the inputs related to pounds of food landfilled, especially by Tier2 generators. Our attempts to gather this information over the past year have been thwarted not just by restrictions related to the pandemic, but also by the lengthy process of negotiating a new franchise agreement that includes mixed organic waste service for commercial accounts. The delay in execution of the franchise agreement was in large part due to the difficulty of finding a facility willing to commit to accepting mixed organic waste for the duration of the agreement. At this point in time, we don't have specific and accurate information about the pounds of landfilled edible food originating from Tier2 generators.
3. A description of the impacts of the COVID-19 pandemic on compliance. Developing an Edible Food Recovery program relies on obtaining a clear picture of the amount of food being landfilled by Tier1 and Tier2 generators. While we have the necessary information from the Tier1 generators, we still need to establish the pounds of food that local Tier2 businesses are generating for disposal. Tier2 generators were inspected in 2021, but those inspections were conducted remotely via phone and the pounds of food that generators said were disposed were not site-verified. Most of these generators readily indicated that they weren't certain how to accurately estimate that number, especially where a shared trash enclosure is in use. Additionally, many of these generators have had far fewer patrons, as with hotels and many restaurants, so their numbers don't reflect average generation rates, so previous estimates no longer apply. Now that we've begun conducting inspections and outreach via in-person site visits again, we'd like an opportunity to verify these numbers and help businesses better understand the requirements.
4. Provide a description of the proposed actions the jurisdiction will take to remedy the violations with a proposed schedule for completing each action. The proposed actions shall be tailored to remedy the violations in a timely manner. See optional format below. Please see the task section below.

I hereby certify under penalty of perjury that the information provided herein is true and correct to the best of my knowledge.

SignaturePrinted NameTitleDate

Description of the proposed actions with proposed schedules the jurisdiction will take to remedy the violations. The proposed actions shall be tailored to remedy the violations in a timely manner.

Regulatory Requirement and Description 14 CCR section 18991.1. Jurisdiction Edible Food Recovery Program 14 CCR section 18992.1. Organic Waste Recycling Capacity Planning 14 CCR section 18992.2. Edible Food Recovery Capacity	
Action	Proposed Schedule
TASK 1: Ensure all commercial generators have a mixed organics recycling hauler service.	Date to be completed: December 31, 2022
TASK 2: Inspect all Tier1 and Tier2 generators to determine pounds of edible food that is currently being landfilled.	Date to be completed: December 31, 2022
TASK 3: Use pounds of edible food available for recovery to help establish Edible Food Capacity targets in the Edible Food Recovery Program.	Date to be completed: December 31, 2022

Add Attachment

EXAMPLE

Regulatory Requirement: (B.i.) 14 CCR section 18984.1 Three-Container Organic Waste Collection Services Description: Not implementing mandatory residential foodwaste collection for all residents. Note: City already provides mandatory greenwaste collection to all residents	
Action	Proposed Schedule
TASK 1: <i>Purchase two additional collection trucks and modify collection routes</i>	Date to be completed: 4/7/2022
TASK 2: <i>The city will work with its hauler to find a facility to accept mixed organic waste.</i>	Date to be completed: 4/14/2022

Regulatory Requirement: (B.ii.) 14 CCR section 18984.1 Three-Container Organic Waste Collection Services Description: Not implementing mandatory commercial organics collection for all businesses under 2 cubic yards. Note: City already provides mandatory commercial organics collection to all businesses 2 cubic yard or more.	
Action:	Proposed Schedule
TASK 1: <i>Purchase two additional collection trucks and modify collection routes</i>	Date to be completed: 4/21/2022
TASK 2: <i>The city will work with its hauler to acquire and distribute appropriate containers to all commercial accounts. The city will obtain monthly reports from the hauler to monitor full distribution of carts.</i>	Date to be completed: 4/28/2022

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: February 16, 2022

TO: Honorable Mayor and City Council

FROM: Chris Lamm, Public Works Director / City Engineer

APPROVED: Mali LaGoe, City Manager

SUBJECT: SAN LORENZO VALLEY SOCCER SITE USE AGREEMENT

SUMMARY OF ISSUE

The San Lorenzo Valley Soccer Club (SLV Soccer) has a long-standing relationship with the City of Scotts Valley including a previous financial contribution of \$100,000 towards the construction of the Skypark fields. SLV Soccer uses fields at both Skypark and Siltanen park annually for practices, clinics, and games. SLV Soccer estimates that 850-1000 participants ranging from 4 to 18 years in age use the fields in Scotts Valley over the course of the year.

In March of 2016, the City Council approved a 5-year site use agreement with SLV Soccer that expired in November 2020. That agreement included annual payments to the City ranging from \$13,500 to \$18,500 over the course of the term in addition to a one-time payment of \$22,500 at the onset of the agreement for certain field improvements. Between COVID, the CalFire basecamp usage during the CZU fire and following repair work, the Skypark fields have been unavailable for use until September 2021.

As part new 3-year site use agreement (Attached), the annual payment to the City will remain \$18,500 for the first year and escalate 3% in each subsequent year. The agreement defines fields to be used at both Skypark and Siltanen Park and identifies dates that the fields at either park will be unavailable for SLV Soccer to use due to other conflicting City approved special events. The dates will be updated and can be adjusted annually at the onset of each calendar year.

FISCAL IMPACT

The Site Use Agreement will result in revenue of \$18,500 in 2022, increasing by 3% for each subsequent term of the agreement.

Payment schedule:

Year 1: By May 1, 2022 - \$18,500.00

Year 2: By May 1, 2023 - \$19,055.00

Year 3: By May 1, 2024 - \$19,626.65

STAFF RECOMMENDATION

It is recommended that Council authorize the City Manager to execute a Site Use Agreement with the San Lorenzo Valley Soccer Club in a form acceptable to the City Attorney.

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SITE RENTAL AGREEMENT

THIS SITE RENTAL AGREEMENT, hereinafter referred to as "Agreement," is made and entered into by and between the CITY OF SCOTTS VALLEY, a California municipal corporation, hereinafter referred to as "Landlord," and SCOTTS VALLEY/SAN LORENZO VALLEY YOUTH SOCCER CLUB, hereinafter referred to as "Tenant."

RECITALS

1. Landlord is the owner of that certain parcel of real property located at 361 Kings Village Rd., Scotts Valley on which the Skypark Park is located and 127 Vine Hill School Rd., Scotts Valley on which Siltanen Park is located (the "Sites").

2. Tenant desires to use the Sites for the purposes of youth soccer on a regular basis.

NOW, THEREFORE, as full and complete consideration of the covenants and agreements hereinafter set forth, Landlord and Tenant agree as follows:

AGREEMENT

A. PREMISES: Landlord hereby rents to Tenant and Tenant hereby rents from Landlord for the time periods as set out in Attachment A, the Skypark Soccer Fields and the Siltanen Park Fields #1, #2, Adult Softball, and Girl's Softball (collectively referred to as the "Premises"). Tenant shall have the right to use the Premises at other times, provided it requests such right to use the Premises no earlier than one week prior to the requested time and the Premises are not already committed to another party by Landlord.

B. USE OF PREMISES:

1. **Permitted Uses.** Landlord hereby grants permission to Tenant to occupy the Premises for youth soccer.

2. **Site Facilities.** Tenant shall not make any improvements to the Premises without the prior written consent of the Recreation Division Manager. Any equipment necessary for Tenant's operations shall be provided by Tenant and removed at the end of each use.

3. **Compliance with Governmental Regulations.** Tenant shall, at Tenant's expense, faithfully observe and comply with all Municipal, State and Federal statutes, rules, regulations, ordinances, requirements, and orders (collectively referred to as "Rules"), now in force or which may hereafter be in force pertaining to the Premises or Tenant's use thereof. The judgment of any court of competent jurisdiction, or the admission of Tenant in any action or proceeding against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any Rules shall be conclusive proof of that fact as between Landlord and Tenant.

C. TERM: The Term ("Term") of this Agreement shall be for two years and nine months, and shall commence on March 1, 2022, and shall terminate on November 30, 2024, unless sooner terminated as provided herein.

D. RENT: Tenant agrees to pay Landlord, as Rent for the Premises, \$18,500.00 for the first year of the Term on May 1, 2022. Thereafter, the yearly rent shall be adjusted by three percent (3%) and paid on May 1st of each year of the remainder of the Term. Such payments shall be made by November 1st of each corresponding year during the Term to the party and at the address designated in Section G.

Payment schedule:

Year 1: By May 1, 2022 - \$18,500.00

Year 2: By May 1, 2023 - \$19,055.00

Year 3: By May 1, 2024 - \$19,626.65

E. UTILITIES: Landlord shall pay for water and trash to the Premises.

F. HOLDING OVER: Should Tenant, with Landlord's written consent, remain on the Premises, or any portion thereof, after the date upon which the Premises is to be surrendered, Tenant shall become a tenant on a month-to-month basis upon all the terms, covenants and conditions of this Agreement. During any such month-to-month tenancy, Tenant shall pay monthly rent in the amount which was payable by Tenant during the immediately preceding month, subject to any rent adjustments as provided in the Agreement. Nothing in this Section is to be construed as a consent by Landlord to the occupancy or possession of the Premises by Tenant after the expiration of the term.

G. NOTICE: Any notice, request, demand, instruction or other communication to be given to either party hereunder shall be in writing and shall either be (a) hand-delivered, (b) sent by Federal Express or a comparable overnight mail service, (c) mailed by U.S. registered or certified mail, return receipt requested, postage prepaid, or (d) sent by telephone facsimile transmission provided that an original copy of the transmission shall be mailed by regular mail, to Landlord and Tenant at their respective addresses set forth below. Notice shall be deemed to have been given upon receipt or refusal of delivery of said notice. The addresses for the purpose of this section may be changed by giving notice. Unless and until such written notice is received, the last addressee and address stated shall be considered in effect for all purposes hereunder.

Landlord:

CITY OF SCOTTS VALLEY
One Civic Center Drive
Scotts Valley, CA 95066
Attn: City Manager
Tel: (831) 440-5600
Fax: (831) 438-2793

Tenant:

SCOTTS VALLEY/SAN LORENZO
VALLEY YOUTH SOCCER CLUB
P.O. Box 67038
Scotts Valley, CA 95067-7038

H. LIABILITY AND INDEMNITY:

1. **Of Landlord.** Tenant shall indemnify and hold harmless Landlord, and its agents, employees, partners, shareholders, officers, directors, invitees, and independent contractors (collectively "Agents") of Landlord against and from any and all claims, liabilities, judgments, costs, demands, causes of action and expenses (including, without limitation, reasonable attorneys' fees) arising from Tenant's use of the Premises or from any activity done, permitted or suffered by Tenant in or about the Premises. If any action or proceeding is brought against Landlord by reason of any such claim, upon notice from Landlord, Tenant shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord.

2. **Of Tenant.** Landlord shall indemnify and hold harmless Tenant, and its agents, employees, partners, shareholders, officers, directors, invitees, and independent contractors (collectively "Agents") of Tenant against and from any and all claims, liabilities, judgments, costs, demands, causes of action and expenses (including, without limitation, reasonable attorneys' fees) arising from Landlord's use of the Premises or from any activity done, permitted or suffered by Landlord in or about the Premises. If any action or proceeding is brought against Tenant by reason of any such claim, upon notice from Tenant, Landlord shall defend the same at Landlord's expense by counsel reasonably satisfactory to both Tenant and Landlord. The obligations of Tenant and Landlord under this Section H. shall survive any termination of this Agreement.

I. SURRENDER: Tenant agrees that on the last day of the Term, or Extended Term, Tenant shall surrender and vacate the Premises in good condition and repair (damage by Acts of God, fire, and normal wear and tear excepted). All property of Tenant not so removed in thirty (30) days, unless such non-removal is consented to by Landlord in writing, shall be deemed abandoned by Tenant, provided that in such event Tenant shall remain liable to Landlord for all reasonable costs incurred in storing and disposing of such abandoned property of Tenant. The obligations herein shall survive the termination of the Agreement.

J. MAINTENANCE OF PREMISES: Tenant shall not do anything to cause any damage to the Site. In the event damage is caused by Tenant or any of its customers, Tenant shall promptly repair the damage at its sole cost and expense.

K. TERMINATION: Either party has the right to terminate this Agreement at any time upon providing the other party thirty (30) days' written notice for any reason or no reason. Should either party terminate pursuant to this provision, the termination shall be subject to the surrender provisions set out above, as if it were the last day of the Term.

L. TENANT'S DEFAULT: The occurrence of any one of the following events shall constitute an event of Default on the part of Tenant ("Default"):

1. The complete abandonment of the Premises by Tenant;
2. Failure to pay Rent or any other monies due and payable hereunder, said failure continuing for a period of ten (10) days after written notice thereof from Landlord to Tenant;

3. A general assignment by Tenant for the benefit of creditors, without the prior written approval of Landlord, which approval shall not be unreasonably withheld;

4. The filing of a voluntary petition in bankruptcy by Tenant, the filing of a voluntary petition for an arrangement, the filing of a petition, voluntary or involuntary, for reorganization, or the filing of an involuntary petition by Tenant's creditors, said involuntary petition remaining undischarged for a period of sixty (60) days; notwithstanding the foregoing, this paragraph shall not apply if Tenant continues to make timely rental payments to Landlord;

5. Failure in the performance of any of Tenant's covenants, agreements or obligations hereunder which failure continues for ten (10) days after written notice thereof from Landlord to Tenant, provided that, if Tenant has exercised reasonable diligence to cure such failure and such failure cannot be cured within such ten (10) business day period despite reasonable diligence, Tenant shall not be in Default under this subsection unless Tenant fails thereafter diligently and continuously to cure such failures; or

6. Chronic delinquency by Tenant in the payment of Rent, or any other periodic payments required to be paid by Tenant under this Agreement. "Chronic Delinquency" shall mean failure by Tenant to pay Rent, or any other payments required to be paid by Tenant under this Agreement within ten (10) days after written notice thereof for any three (3) months (consecutive or nonconsecutive) during any twelve (12) month period. In the event of a Chronic Delinquency, in addition to Landlord's other remedies for Default provided in this Agreement, at Landlord's option, Landlord shall have the right to require that Rent be paid by Tenant quarterly, in advance.

Tenant agrees that any notice given by Landlord pursuant to the above shall satisfy the requirements for notice under California Code of Civil Procedure section 1161, and Landlord shall not be required to give any additional notice in order to be entitled to commence an unlawful detainer proceeding.

M. LANDLORD'S REMEDIES:

1. **Termination for Breach.** In the event of any Default by Tenant, then in addition to any other remedies available to Landlord at law or in equity and under this Agreement, Landlord shall have the immediate option to terminate this Agreement and all rights of Tenant hereunder by giving written notice of such intention to terminate. In the event that Landlord shall elect to so terminate this Agreement then Landlord may recover from Tenant:

a. the worth at the time of award of any unpaid Rent and any other sums due and payable which have been earned at the time of such termination; and such reasonable attorneys' fees incurred by Landlord as a result of a Default, and costs in the event suit is filed by Landlord to enforce such remedy; and

2. **Re-entry.** In the event of any Default by Tenant, Landlord shall also have the right, and if Landlord terminates this Agreement in compliance with applicable law, to re- enter the Premises and remove all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant.

3. **Re-letting.** In the event of the abandonment of the Premises by Tenant or in the event that Landlord shall elect to re-enter as provided above or shall take possession of the Premises pursuant to legal proceedings or pursuant to any notice provided by law, Landlord may re-let the Premises.

4. **Cumulative Remedies.** The remedies herein provided are not exclusive and Landlord shall have any and all other remedies provided herein or by law or in equity.

5. **No Surrender.** No act or conduct of Landlord shall be deemed to be or constitute an acceptance of the surrender of the Premises by Tenant prior to the expiration of the Term, or as specifically provided for above, and such acceptance by Landlord of surrender by Tenant shall only flow from and must be evidenced by a written acknowledgment of acceptance of surrender signed by Landlord.

N. LANDLORD'S DEFAULT: Landlord shall not be considered to be in Default under this Agreement unless: (a) Landlord is given notice specifying the Default, and (b) Landlord has failed for thirty (30) days to cure the Default, if it is curable, or to institute and diligently pursue reasonable corrective acts for Defaults that cannot be reasonably cured within thirty (30) days.

O. LIABILITY INSURANCE: During the term of this Agreement, Tenant shall, at Tenant's expense, obtain and keep in force a policy of comprehensive public liability insurance with policy limits in the amount required by the Monterey Bay Area Insurance Fund for the Landlord to maintain for general liability and property damage. The limit of said insurance shall not limit the liability of the Tenant hereunder. Tenant may carry such insurance under a blanket policy provided such insurance adds Landlord as an additional insured. If Tenant shall fail to procure and maintain said insurance, Landlord may, but shall not be required to, procure and maintain said insurance, at the expense of Tenant. Upon request, Tenant shall deliver to Landlord certificates evidencing the existence and amounts of such insurance and naming Landlord as additional insured. No policy shall be cancelable or subject to reduction of coverage except after thirty (30) days prior written notice to Landlord.

P. ASSIGNMENT BY TENANT: Tenant shall not voluntarily or by operation of law assign all or any part of Tenant's interest in the Agreement or in the Premises, without Landlord's prior written consent, which consent may be withheld in the sole and absolute discretion of Landlord or conditioned.

Q. ATTORNEY'S FEES: In the event any legal action or proceeding, including arbitration and declaratory relief, is commenced for the purpose of enforcing any rights or remedies pursuant to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorneys' fees, as well as costs of suit, in said action or proceeding, whether or not such action is prosecuted to judgment.

R. WAIVER: The waiver of any breach of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No delay or omission in the exercise of any right or remedy of Landlord on any Default by Tenant or in the exercise of any right or remedy of Tenant shall impair such a right or remedy or be construed as a waiver. Any waiver by Landlord of any Default must be in writing and shall not be a waiver of any other Default concerning the same or any other provisions of this Agreement.

S. INTEREST: Any installment of Rent and any other sum due from Tenant under this Agreement which is not received by Landlord within ten (10) days from when the same is due shall bear interest from such tenth (10th) day until paid at an annual rate equal to the maximum rate of interest permitted by law. Payment of such interest shall not excuse or cure any Default by Tenant.

T. SUBORDINATION: Landlord shall have the right to cause this Agreement to be and remain subject and subordinate to any and all mortgages and deeds of trust, if any ("Encumbrances") that are now or may hereafter be executed covering the Premises, or any renewals, modifications, consolidations, replacements or extensions thereof, for the full amount of all advances made or to be made thereunder and without regard to the time or character of such advances, together with interest thereon and subject to all the terms and provisions thereof; provided only, that upon the foreclosure of any such mortgage or deed of trust, so long as Tenant is not in Default, the holder thereof ("Holder") shall agree in writing to recognize Tenant's rights under this Agreement as long as Tenant shall pay the Rent and observe and perform all the provisions of this Agreement to be observed and performed by Tenant. Within twenty (20) days after Landlord's written request, Tenant shall execute, acknowledge and deliver any and all reasonable documents required by Landlord or the Holder to effectuate such subordination. If Tenant fails to do so, such failure shall constitute a Default by Tenant under this Agreement. Pursuant to the terms of this paragraph, Tenant hereby attorns and agrees to attorn to any person or entity purchasing or otherwise acquiring the Premises at any sale or other proceeding or pursuant to the exercise of any other rights, powers or remedies under such Encumbrance.

U. CONSTRUCTION: This Agreement shall be construed and interpreted in accordance with the laws of the State of California. If any provision of this Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect.

V. MISCELLANEOUS: This Agreement and any attached exhibits and addenda, as signed by the parties hereto, constitute the entire agreement between Landlord and Tenant; no prior written promises, nor prior, contemporaneous, or subsequent oral promises or representations, shall be binding. This Agreement shall not be amended or changed except by written instrument signed by the parties hereto. Section captions herein are for convenience only and neither limit or amplify the provisions of this instrument. The provisions of this instrument shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of said Landlord and Tenant.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement as of the _____ day of February, 2022.

LANDLORD:
CITY OF SCOTTS VALLEY

TENANT:
SCOTTS VALLEY/SAN LORENZO
VALLEY YOUTH SOCCER CLUB

By: _____
Mali LaGoe, City Manager

By: _____
Its: _____

Attachment A:

Scotts Valley/San Lorenzo Valley Soccer Club Skypark& Siltanen field Use

Skypark filed Use Dates-Reference Field Layout for Field Numbering Scheme, Reference A. Dates to be updated annually, including dates unavailable for usage by January 31st for the following season of use.

04/01/2022-06/19/2022

- Monday, Wednesday, Thursday, Friday, Skypark Field #1 and #2, 3:00 pm - dusk
- Saturday Skypark Field #1 and #2 8:00 am - dusk
- Sunday Skypark Field #1 and #2, 8:00 am - dusk
- **See below for additional unavailable dates**

06/19/2022-07/24/2022

- Monday - Friday, Skypark Field #1, #2. 1:00 pm - dusk (Tuesdays all fields end at 5 pm)
- Saturday & Sunday, Skypark Field #1, #2. 8:00 am-dusk
- **See below for additional unavailable dates**

07/24/2022 - 08/28/2022

- Monday - Friday, Skypark Field #1, #2, and #3 1:30 pm- dusk
- Saturday & Sunday, Skypark Field #1, #2, and #3 fields, 8:00 am- dusk
- **See below for additional unavailable dates**

08/29/2022-11/20/2022

- Monday - Friday, Skypark Field #1, #2, and #3 Fields 3:00 pm-dusk
- Saturday & Sunday, Skypark Field #1, #2, and #3 fields, 8:00 am-dusk
- **See below for additional unavailable dates**

Skypark Fields Not Available to Scotts Valley/San Lorenzo Valley Youth Soccer Club on the

following dates: May: 5/7, 5/14, 5/21

June: 6/17, 6/18, 6/19 OR 6/24, 6/25, 6/26

July: 7/1, 7/2, 7/3, 7/4, 7/9, 7/17, 7/23, 7/31

August: 8/12, 8/13, 8/14, 8/19, 8/20, 8/21, 8/27, 8/28

September: 24, 25

SV/SLV Youth Soccer club will work closely with Scotts Valley Middle School in an effort to accommodate SVMS' very limited fall soccer league play schedule. SV/SLV Youth Soccer Club will accommodate Scotts Valley Middle School on Field #3 as identified in field layout image, Reference A.

SV/SLV Youth Soccer club will work closely with Scotts Valley Recreation Department in order to accommodate the limited youth summer soccer camps, including their own, which utilize the fields one or two weeks each summer.

Additional dates may be scheduled with the Recreation Division Manager, depending on availability.

Siltanen Field Use Dates:

07/01/2016 - 11/20/2022

- Monday- Friday, 3 Fields 3:00 pm- dusk (Includes two upper fields and field space between lowerbaseball fields)
- Saturday & Sunday, 3 fields, 8:00 am - dusk

11/14/2016- 11/18/2022

- Monday-Thursday 1 lower field Large Softball field under lights (All Star Games) 6 pm to 9pm

Reference A: Skypark Field Layout - Reference



City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: February 16, 2022

TO: Honorable Mayor and City Council

FROM: Chris Lamm, Public Works Director / City Engineer

APPROVED: Mali LaGoe, City Manager

**SUBJECT: GLENWOOD PRESERVE OPEN SPACE – UPPER TABOR
DRIVE ACCESS POINT**

SUMMARY OF ISSUE

The original Memorandum of Understanding (“MOU”) between the City and the Land Trust of Santa Cruz County (Land Trust) was entered into in December, 2003 for the purposes of managing and planning for the Glenwood Open Space Preserve. In that same year, the Land Trust entered into a grant agreement with the California Wildlife Conservation (CWC) Board for the sum of \$3,100,000 for the acquisition of fee and/or conservation easements over the preserve. The 170-acre Glenwood Preserve was acquired and work began to develop the Long-Term Management Plan (“LTMP”) for the preserve. The City approved the LTMP on December 6, 2017.

Implementation of the LTMP included the necessity to develop a public access plan and a MOU addressing management activities. On March 21, 2018 a MOU was approved and on April 18, 2018 the Open Space Access Plan and Trail Map was approved.

Open Space Access Plan and Trail Map

The 2018 approval of the Open Space Access Plan and Trail Map (attached) included the following considerations from Council:

- The City move forward with K Street and Shugart parking to accommodate parking that could be listed on the maps.
- Maintain trailheads as proposed on map and with no access points improved or placed on map for at least a year.
- Only allow parking on areas noted on the map.
- Work with the Scotts Valley Unified School District on K Street parking.
- Work with the Glenwood Homeowners Association regarding a sign for parking locations.
- Place “reduce speed” sign on Glenwood Drive heading south, just before K Street.
- Provide update to City Council in six months to check on status and impacts.

Items related to parking and signage have been completed and no new trail access points have been improved or placed on the map to date. With the opening of the trails occurring in Fall of 2019, the 6-month update to the City Council would have been set to occur at the onset of the COVID-19 pandemic.

The Land Trust gave an update to City Council on October 6, 2021 proposing removal of temporary COVID related directional signage in both preserves and formalization of one access point at the East Preserve at the upper Tabor Drive entry identified in the Open Space Access Plan and Trail Map.

The upper Tabor Drive entry is currently being used as an unofficial access with damage being caused to fencing and unwanted erosion occurring. The damage also provides an opportunity for cattle to escape the preserve if left unrepaired.

At the October 6, 2021 City Council Meeting, the Council requested staff provide public outreach and written notification to the North Tabor Drive neighborhood related to the potential opening of a new access point at the top of Tabor Drive and hold a public meeting with the Parks & Recreation Commission to receive public input.

Staff agenized the item for the December 16, 2021 Parks and Recreation Commission meeting and mailed notices (attached) on December 8, 2021 to properties within a 600' radius of the proposed access point. Staff from Public Works and the Land Trust presented on the proposed access point and responded to questions raised by the public. Two commenters spoke at the commission meeting expressing concerns with increased traffic and parking. Additionally, staff received three emails expressing similar concerns.

Staff from the Land Trust explained that the entry is intended to only be used for local access. As such, the entry will not be mapped on any publicly available trail maps. The improvements would also not include any improvements to parking in the area as to not encourage users to attempt to park near the trail entry.

The Parks and Recreation Commission voted unanimously to recommend that the City Council open the upper Tabor Drive access with no advertising of the opening.

FISCAL IMPACT

There is no fiscal impact associated with the recommendation. Work will be performed by the Land Trust of Santa Cruz County under existing agreements.

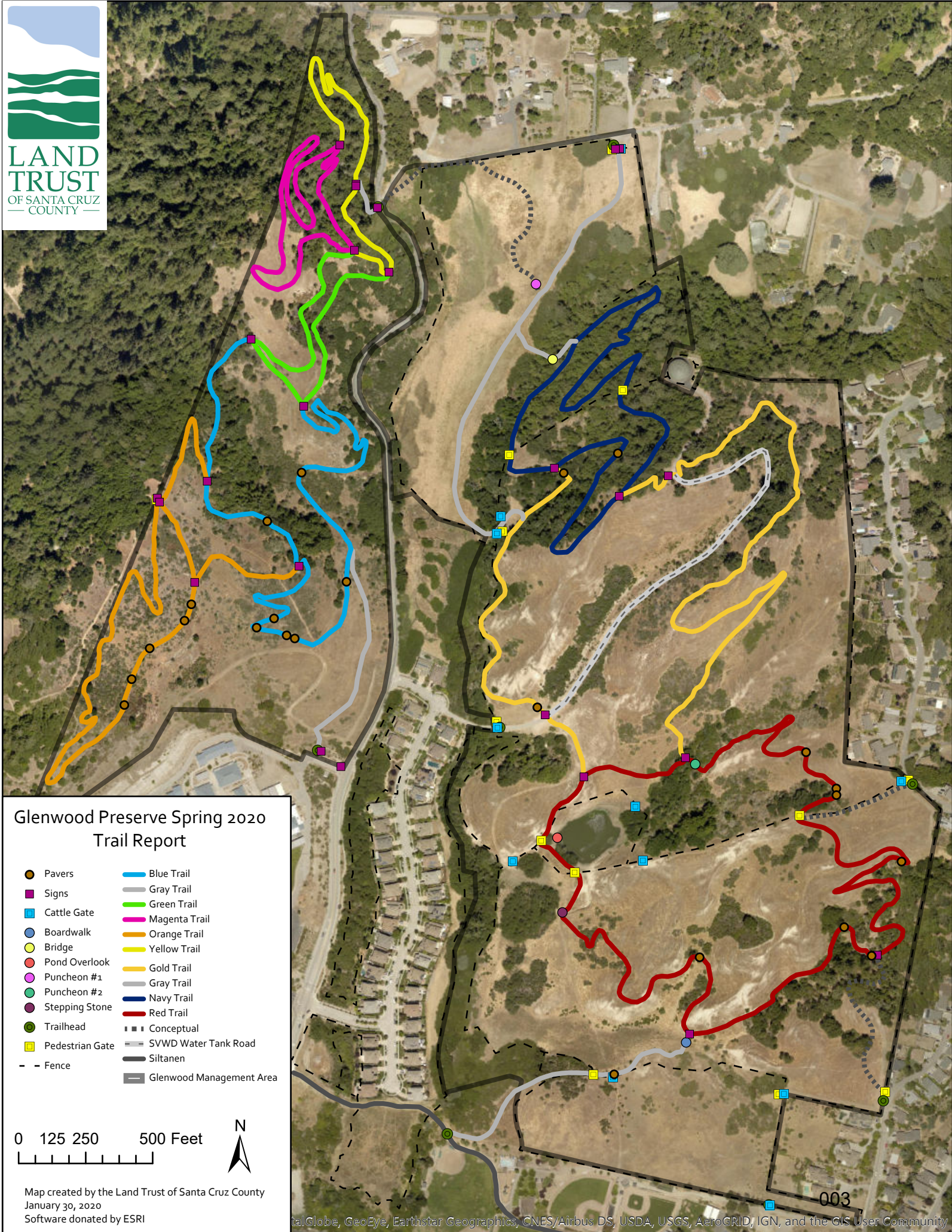
STAFF RECOMMENDATION

It is recommended that the Council authorize the improvements to and opening of the upper Tabor Drive access with no advertising of the opening.

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CITY OF SCOTTS VALLEY

Recreation Division

361 Kings Village Road · Scotts Valley · California · 95066
Phone (831) 440-3251 · Facsimile (831) 438-2793 · www.scottsvalley.org

Notice of a Public Meeting to be held via Zoom Videoconference (REMOTE ACCESS ONLY)

Project Title: Glenwood Preserve (East) – Trailhead access at Tabor Drive

Project Location: Tabor Drive at Tabor Way

Description of Project: A public meeting to consider the recommendation of approval to construct a trail entry to the East Glenwood Preserve at approximately the intersection of Tabor Drive and Tabor Way by the Land Trust of Santa Cruz County. The entry would be the only additional access point improved of the access points considered in the trailhead access plan approved by the City Council:

<http://scottsvalley.org/DocumentCenter/View/1011/Glenwood-Public-Access-Overview-PDF>

More information on the Glenwood Preserve Open Space can be found at

<https://www.landtrustsantacruz.org/glenwood-open-space-preserve/>

Lead Agency: City of Scotts Valley and the Land Trust of Santa Cruz County

Contact Person: Chris Lamm, Public Works Director clamm@scottsvalley.org

PUBLIC ADVISORY REGARDING COVID-19

Consistent with Executive Order No. N-29-20 issued by Governor Newsom on March 17, 2020, and the County of Santa Cruz Health Services Agency Shelter In Place Public Health Order dated March 31, 2020, the regular meeting of the City Council for June 16, 2021 will be conducted through videoconference. City Council and City Staff members will be participating remotely via videoconference.

Public Meeting: Park and Recreation Commission

Date: December 16, 2021

Time: 6:00 pm

Location: Zoom Videoconference

***All interested persons are invited to comment by written response
or via Zoom Videoconference at the appropriate time during the meeting***

Public Participation

The meeting will be available on Zoom. For those wishing to participate via Zoom, you can join from a PC, Mac, iPad, iPhone or Android device by entering or clicking on the following URL:

<https://us02web.zoom.us/j/88948110055>

Or join by phone: US: +1 669 900 9128 or +1 346 248 7799 or # US (San Jose) +1 253 215 8782 or +1 312 626 6799 or +1 646 558 8656 // Webinar ID: 889 481 100 55

Additional information regarding participating via Zoom will be available on the Park and Recreation Commission agenda, which will be posted on the City's website by 7:00 pm on Monday December 13, 2021 at the following link: <http://scottsvally.org/AgendaCenter/>

By: Chris Lamm, Public Works Director

Date: December 8 2021

600' Radius Notice Mailed: 12/8/21

Posted at Recreation Division office and on the City's website: 12/8/21

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: February 16, 2022

TO: Honorable Mayor and City Council

FROM: Chris Lamm, Public Works Director / City Engineer

APPROVED: Mali LaGoe, City Manager

SUBJECT: **PARCEL MAP FOR THE 4303 B SCOTTS VALLEY DRIVE,
MLD 19-002, PD 19-004 (APN 022-902-11)**

SUMMARY OF ISSUE

On June 16, 2021 the City Council approved MLD19-002, PD19-004, a three-lot subdivision and one common parcel for two new single-family dwellings and a new detached two-car garage for an existing single-family dwelling. The project site is at the terminus of a new private road (Coastal Oak Court) also serving the Lennar Homes multiple-family residential project which is currently under construction. A new private road will provide access to the three dwellings units. Staff has reviewed the conditions of approval and found that all necessary conditions have been completed or necessary legal mechanisms are in place to ensure completion prior to the approving the filing of the map under Resolution No 1988.5.

Resolution No. 960.91 will authorize the execution of an agreement that will require the developer to complete approximately \$128,930 in improvements; earthwork, asphalt, porous pavers, retaining wall, tree removal, landscaping, storm drain inlets, 6"-8" storm drain pipe, trench drain, bio retention facility, 6" sanitary sewer, sanitary sewer cleanout, in accordance with the project conditions of approval and City standard construction design as shown on the approved plans. The developer has submitted sureties in the amount of \$128,930 for Faithful Performance and \$64,465 for Labor and Materials.

FISCAL IMPACT

There is no fiscal impact to the General Fund. Approximately \$7,005 was collected from the applicant to cover the intake process and applicable City costs for Surveyor, Planning and Department of Public Works Parcel Map.

STAFF RECOMMENDATION

It is recommended that Council approve Resolution No.1998.5, approving the parcel map for the MLD 19-002, PD 19-004; and approve Resolution No. 960.91 authorizing the execution of the subdivision improvement agreement for MLD 19-002, APN 022-902-11.

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RESOLUTION NO. 1998.3

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY APPROVING THE PARCEL MAP FOR MLD 19-002, PD 19-004 (APN 022-902-11)

WHEREAS, the City of Scotts Valley (City) approved the Tentative Map for MLD NO. 19-002 (the Subdivision), Planning Development PD19-002 on June 16th, 2018, the City Council approved a three-lot subdivision and one common parcel for two new single-family dwellings and a new detached two-car garage for an existing single-family dwelling. Staff has reviewed the conditions of approval and found that all necessary conditions have been completed prior to the filing of the map.

WHEREAS, the project site is at the terminus of a new private road (Coastal Oak Court) also serving the Lennar Homes multiple-family residential project which is currently under construction. The new private road will provide access to the three dwellings units; and

WHEREAS, the map is consistent with the approved Tentative Map Richard Hochler submitted to the City for approval a Parcel Map for the Subdivision; and

WHEREAS, staff has reviewed the proposed Parcel Map and finds it to be technically correct and consistent with the Tentative Map and that all applicable Parcel Map conditions of approval have been substantially satisfied; and

WHEREAS, the City has determined that the Parcel Map is statutorily exempt from the California Environmental Quality Act (CEQA) Statutory Exemptions, Title 14 of the California Code of Regulations Section 15268(b)(3) Ministerial Projects, approval of parcel subdivision maps.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Scotts Valley as follows:

1. The location and configuration of the lots to be created by the Subdivision substantially comply with the previously approved Tentative Map; and
2. The Parcel Map is categorically exempt from the California Environmental Quality Act (CEQA), Statutory Exemptions, Title 14 of the California Code of Regulations Section 15268(b)(3) Ministerial Projects, approval of parcel subdivision maps; and
3. The City Council of the City of Scotts Valley, pursuant to Government Code Section 66458, hereby approves the Parcel Map for the Subdivision, a copy of which is hereby attached as Exhibit A and made part of this Resolution.

The above and foregoing Resolution was duly and regularly adopted by the City Council of the City of Scotts Valley at a regular meeting held on the 16th day of February, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Approved: _____
Donna Lind, Mayor

Attest: _____
Lauren Lambert, Deputy City Clerk

EXHIBIT A

The land referred to is situated in the County of Santa Cruz, City of Scotts Valley, State of California, and is described as follows:

PARCEL ONE:

Situate in the City of Scotts Valley, County of Santa Cruz, State of California, and described as follows:

Being a portion of the lands described in the Deeds to G. V. Butterfield, et ux., recorded August 30, 1943, in Volume 464, at Page 335 of Official Records of Santa Cruz County and described as follows:

Beginning on the Southwestern boundary line of said lands of Butterfield from which the most Southern corner of the lands described in the Deed to Douglass J. Lawder, et ux., recorded January 15, 1962, in Volume 1447, at Page 287 Official Records of Santa Cruz County bears along said boundary line of first mentioned lands North 25° 05' West 60.00 feet distant; thence from said place of beginning along said boundary line of lands of Butterfield South 25° 05' East 169.53 feet, thence leaving said boundary line Northeasterly to the Northeastern boundary line of said lands of Butterfield from which the most Northern corner of the lands described in the Deed to Santa Cruz Land Title Company, recorded March 21, 1966, in Volume 1753, at Page 194 of Official Records of Santa Cruz County bears along said lands of Butterfield South 23° 05' East 160.00 feet distant, thence along the boundary line of last named lands North 23° 05' West 159.50 feet to a point from which the place of beginning bears South 62° 19' West, thence South 62° 19' West 110 feet a little more or less to the place of beginning.

PARCEL TWO:

Together with a right of way 15 feet in width over the 15 foot right of way reserved in the Deed to Douglass J. Lawder, et ux., recorded January 15, 1962, in Volume 1447, at Page 287 of Official Records of Santa Cruz County.

PARCEL THREE:

Together with a right of way for road and utility purposes 30 feet in width the Northeastern boundary line of which is described as beginning at the most Eastern corner of the lands described in the Deed to Douglass J. Lawder, et ux., recorded January 15, 1962, in Volume 1447, at Page 287 of Official Records of Santa Cruz County and running thence from said place of beginning South 23° 05' East 30.00 feet.

PARCEL FOUR:

Being a non-exclusive easement for ingress and egress over, under and upon a portion of Parcel One of the lands of Jun Lee and Carol Ann Lee as said lands are recorded in Book 1955, Page 236 Official Records of Santa Cruz County, said easement being more particularly bounded and described as follows:

Owners’ Statement

I hereby state that I am the owner of, or have some right, title or interest in and to the real property included within the subdivision as shown on this map, and that I am the only persons necessary to sign said map pursuant to Section 66445 (e) of the Government Code of the State of California, and that I hereby consent to the preparation and recordation of said map and subdivision as shown within the distinctive border lines.

OWNER:

Richard Steven Hockler, Trustee of The Hockler Ross Family Trust, dated March 15, 1996.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the trustfulness, accuracy, or validity of that document.

Acknowledgement

State of California)
County of) ss

On _____, before me, _____

Notary Public, Personally appeared

_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Notary’s Signature: _____

Printed notary’s name: _____

Commission No. _____ Expires: _____

County Recorder’s Statement

Serial Number: _____, I hereby state that this map was presented at _____m. on the _____ day of _____, 2021 at the request of the City Engineer of the City of Scotts Vally, State of California, and that after examination, I accept said map for recordation on the _____ day of _____, 2021 at _____m. in Volume _____ of Parcel Maps at Page _____, Santa Cruz County Records.

County Recorder,
County of Santa Cruz.

By: _____ Deputy

City Surveyor’s Statement

I hereby state that I have examined this map pursuant to Government Code Section 66450(a)(1) and Section 66442(a)(4). I am satisfied that this map is technically correct.

Robert Craig, PLS 5418
Acting City Surveyor, City of Scotts Valley.

Dated: _____

Clerk of the Board of Supervisor’s Statement

The Clerk of the Board of Supervisors of the County of Santa Cruz dose hereby certify that all certificates and securities required under the provisions of Section 66492 and 66493 of the government code have been duly filed and deposits have been duly made. Pursuant to the authority delegated to me by said Board, I hereby approve said certificates and securities on behalf of the County of Santa Cruz.

Clerk of the Board of Supervisors

By: _____ Deputy Clerk

Date: _____

City Clerk’s Statement

I, City Clerk, City Clerk of The City of Scotts Valley, County of Santa Cruz, State of California, do hereby state that said council approved the within map on the _____ day of _____, 2021 in accordance with the conditions of approval of the Tentative Map, heretofore filed as approved.

By: Tracy Ferrara, City Clerk of the council of the City of Scotts Valley, State of California

Date: _____

Auditor–Controller’s Statement

I hereby state that there are no liens for unpaid state, county, municipal or local tax or special assessments collected as taxes against the land included in the within subdivision or against any part thereof except taxes and special assessments collected as taxes which are not yet payable, and which it is hereby estimated will not exceed the sum of \$ _____ for the year 20____–20____, and that said land or portion thereof is subject to special assessment in special assessment districts as follows, to wit:

Name, Number or Designation of District	Total Outstanding Principal and Interest to Maturity	Final Maturity Date
---	--	---------------------

_____ and that this certificate does not include any assessments of any assessment district the bonds of which have not yet become a lien against said land or any part thereof.

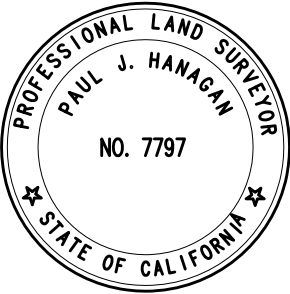
DATED: _____ AUDITOR-CONTROLLER OF THE COUNTY OF SANTA CRUZ

BY: _____ DEPUTY

Surveyor’s Statement

This map was prepared by me or under my direction and is based upon a field survey in conformance with the requirements of the Subdivision Map Act and local ordinance at the request of Richard Steven Hockler on September 1, 2021. I hereby state that this Parcel Map substantially conforms to the approved or conditionally approved Tentative Map, and that the survey is true and complete as shown, and that all monuments will be of the character and occupy the positions indicated prior to September 1, 2022, that said monuments will be sufficient to enable the survey to be retraced.

Signed: _____ Date: _____
Paul J. Hanagan, P.L.S. 7797



City Engineer’s Statement

I hereby state that I have examined this map and that the subdivision as shown hereon is substantially the same as it appeared on the approved Tentative Map and any approved alterations thereof; and that all provisions of State Subdivision Map Act, Section 66450(a),(2),(3), Et Seq and any local ordinances applicable at the time of the approval of the Tentative Map have been complied with.

Dated: _____

Christopher Lamm, R.C.E. 82461
City Engineer of the City of Scotts Valley,
State of California.

Date: _____

Parcel Map
P.D. No. 19–004
M.L.D. No. 19–002
A Subdivision within The City of
Scotts Valley, State of California.
The Lands of:

Richard Steven Hochler

Being a Planed Development and a Minor Land Division of the lands of Richard Steven Hockler, Trustee of The Hockler & Ross Family Trust, dated March 15, 1996, recorded February 20, 2019, Document Number 2019–0004291 of the Official Records of the County of Santa Cruz and situated in the City of Scotts Valley, County of Santa Cruz, State of California.

September, 2021 APN022–902–11

HANAGAN LAND SURVEYING
305-D SOQUEL AVE.,
SANTA CRUZ, CA 95062
PHONE 831-469-3428

Sheet 1, of 3 sheets. Job # 19103

Parcel Map
P.D. No. 19-004
M.L.D. No. 19-002
A Subdivision within The City of
Scotts Valley, State of California.
The Lands of:

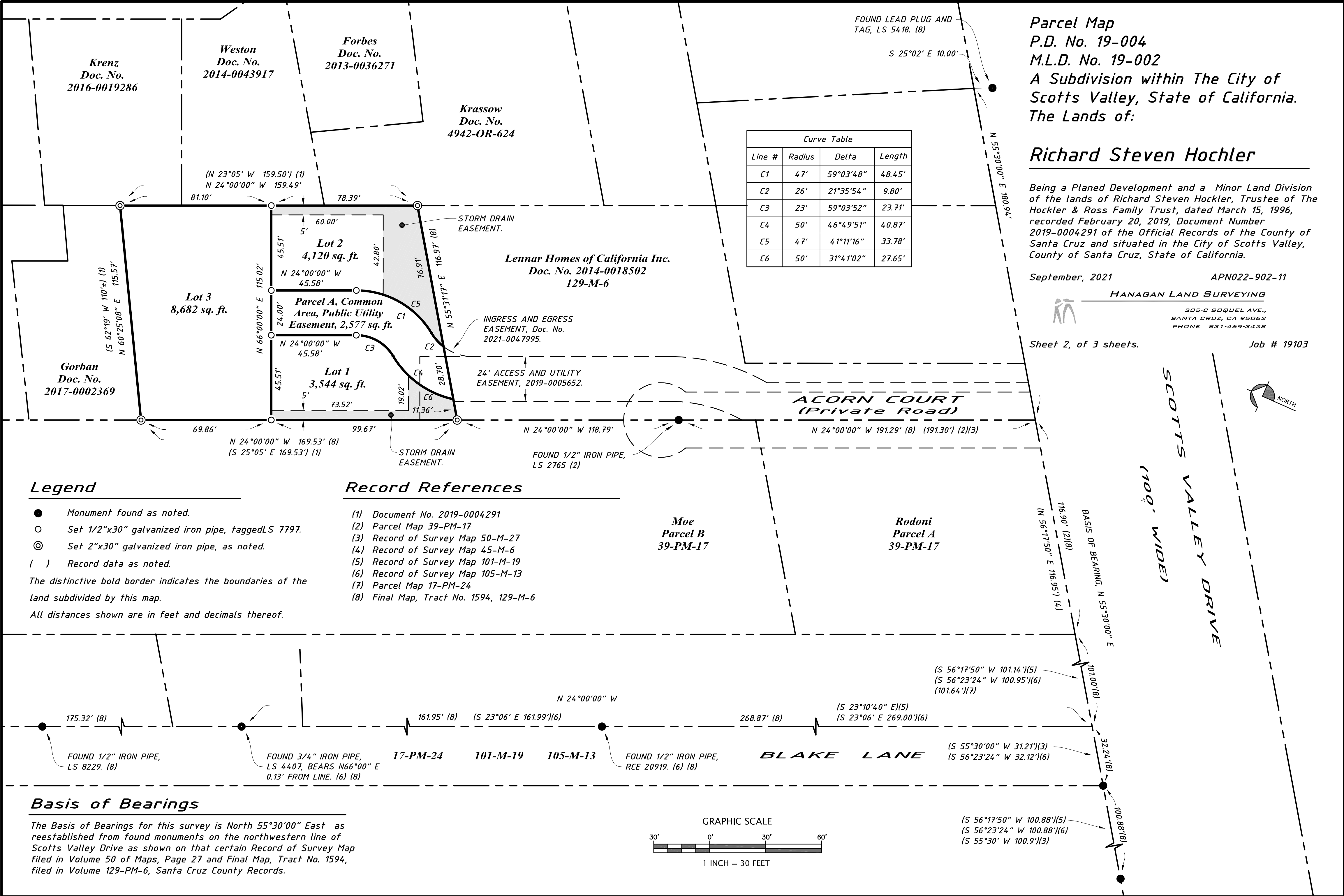
Richard Steven Hochler

Being a Plated Development and a Minor Land Division
of the lands of Richard Steven Hockler, Trustee of The
Hockler & Ross Family Trust, dated March 15, 1996,
recorded February 20, 2019, Document Number
2019-0004291 of the Official Records of the County of
Santa Cruz and situated in the City of Scotts Valley,
County of Santa Cruz, State of California.

September, 2021 APN022-902-11
HANAGAN LAND SURVEYING
305-C SOQUEL AVE.,
SANTA CRUZ, CA 95062
PHONE 831-469-3428

Sheet 2, of 3 sheets. Job # 19103

Curve Table			
Line #	Radius	Delta	Length
C1	47'	59°03'48"	48.45'
C2	26'	21°35'54"	9.80'
C3	23'	59°03'52"	23.71'
C4	50'	46°49'51"	40.87'
C5	47'	41°11'16"	33.78'
C6	50'	31°41'02"	27.65'



Legend

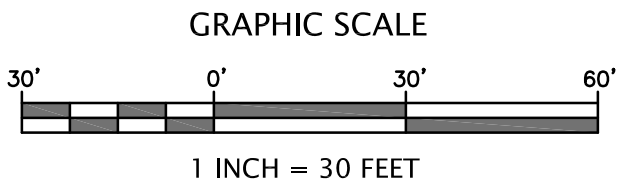
- Monument found as noted.
 - Set 1/2"x30" galvanized iron pipe, tagged LS 7797.
 - ⊙ Set 2"x30" galvanized iron pipe, as noted.
 - () Record data as noted.
- The distinctive bold border indicates the boundaries of the land subdivided by this map.
- All distances shown are in feet and decimals thereof.

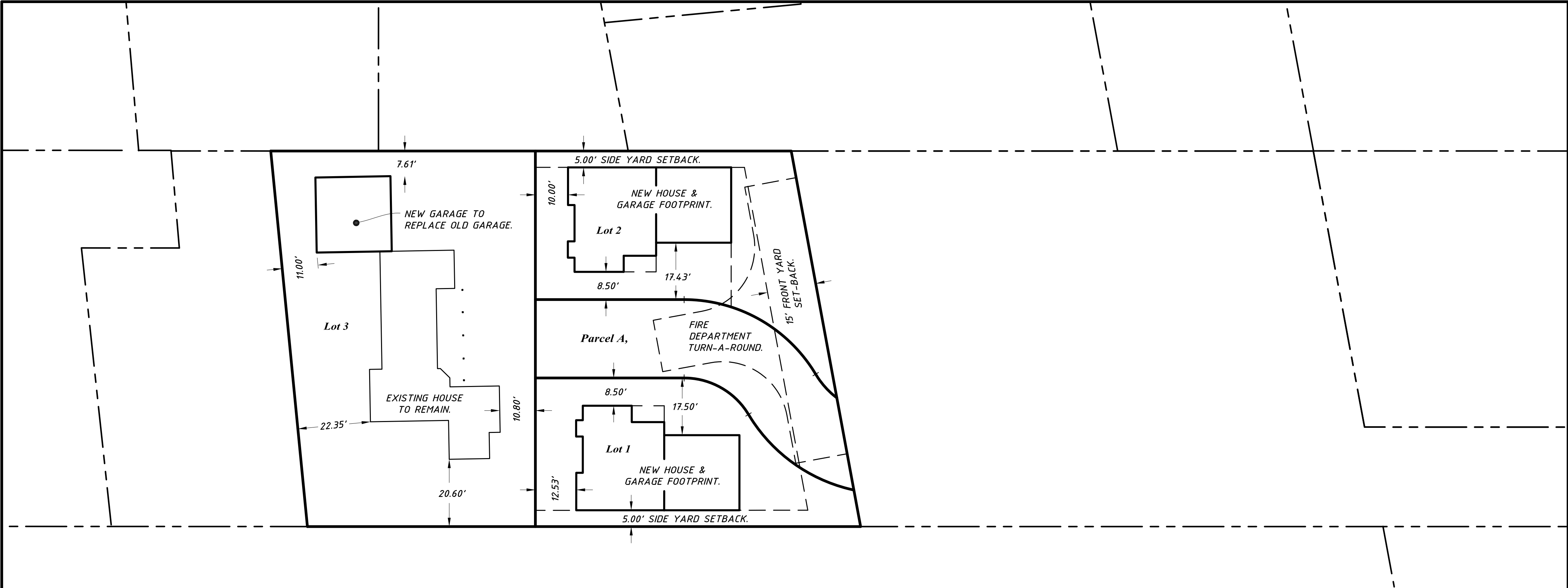
Record References

- (1) Document No. 2019-0004291
- (2) Parcel Map 39-PM-17
- (3) Record of Survey Map 50-M-27
- (4) Record of Survey Map 45-M-6
- (5) Record of Survey Map 101-M-19
- (6) Record of Survey Map 105-M-13
- (7) Parcel Map 17-PM-24
- (8) Final Map, Tract No. 1594, 129-M-6

Basis of Bearings

The Basis of Bearings for this survey is North 55°30'00" East as reestablished from found monuments on the northwestern line of Scotts Valley Drive as shown on that certain Record of Survey Map filed in Volume 50 of Maps, Page 27 and Final Map, Tract No. 1594, filed in Volume 129-PM-6, Santa Cruz County Records.





Parcel Map, Non-Title Sheet
P.D. No. 19-004
M.L.D. No. 19-002
A Subdivision within The City of
Scotts Valley, State of California.
The Lands of:

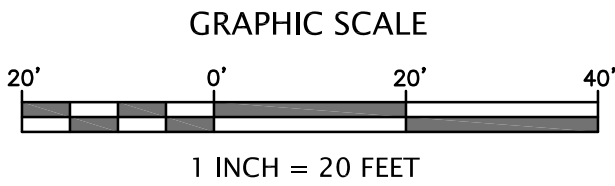
Richard Steven Hochler

Being a Planed Development and a Minor Land Division
of the lands of Richard Steven Hockler, Trustee of The
Hockler & Ross Family Trust, dated March 15, 1996,
recorded February 20, 2019, Document Number
2019-0004291 of the Official Records of the County of
Santa Cruz and situated in the City of Scotts Valley,
County of Santa Cruz, State of California.

September, 2021 APN022-902-11

HANAGAN LAND SURVEYING
305-C SOQUEL AVE.,
SANTA CRUZ, CA 95062
PHONE 831-469-3428

Sheet 3, of 3 sheets. Job # 19103



RESOLUTION NO. 960.91

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY
AUTHORIZING EXECUTION OF THE SUBDIVISION IMPROVEMENT AGREEMENT
FOR 4303 B SCOTTS VALLEY DRIVE SUBDIVISION, FOR MLD 19-002,
PD 19-004 (APN 022-902-11)**

WHEREAS, the City Council of the City of Scotts Valley desires to enter into a Subdivision Improvement Agreement with Richard Steven Hochler, Trustee of the Hochler Ross Family Trust, dated March 15, 1996. (Developer) for the development a new subdivision known as Richard Steven Hochler Parcel Map P.D. No. 19-004, M.L.D. No. 19-002; and

WHEREAS, this agreement will require the Developer to complete approximately \$128,930 in improvements, Earthwork, Asphalt, Porous Pavers, Retaining wall, Tree removal, landscaping, SD inlets, 8" SD Solid pipe, 6" Perforated pipe, Trench Drain, Bio retention Facility, 6" Sanitary Sewer, Sanitary Sewer Cleanout, in accordance with the project conditions of approval and City standard construction design as shown on those certain improvement plans dated March 6, 2018; and

WHEREAS, Developer has submitted sureties in the amount of \$128,930 for Faithful Performance and \$64,465 for Labor and Materials. Such sureties have been reviewed and approved by the City Engineer.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Scotts Valley that the Subdivision Improvement Agreement with Richard Steven Hochler, Trustee of the Hochler Ross Family Trust, dated March 15, 1996 is hereby approved and the City Manager is hereby authorized to execute the Subdivision Improvement Agreement for the development of the 4303 B Scotts Valley Drive Subdivision in the form attached hereto as Exhibit A and is made part of this resolution.

The above and foregoing Resolution was duly and regularly adopted by the City Council of the City of Scotts Valley at a regular meeting held on the 16th day of February, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Approved: _____
Donna Lind, Mayor

Attest: _____
Lauren Lambert, Deputy City Clerk

Recorded At Request Of
And When Recorded, Return To:

City of Scotts Valley
One Civic Center Drive
Scotts Valley, CA 95066
Attn: City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT
NO RECORDING FEE PER GOV. CODE SEC. 27383

AGREEMENT BY OWNER OR SUCCESSORS IN INTEREST TO CONSTRUCT LAND DEVELOPMENT IMPROVEMENTS

PROJECT IDENTIFICATION:

This Subdivision Improvement Agreement (the "Agreement") is made and entered into by and between the City of Scotts Valley, a California municipal corporation, hereinafter referred to as "City", and Richard Steven Hochler, Trustee of the Hochler Ross Family Trust, dated March 15, 1996 hereinafter referred to as "Owners" on 19th, January, 2022.

RECITALS

A. Owners desire to subdivide and develop the real property described and shown in Exhibit "A" (the "Property") and wish to defer construction of permanent improvements as set forth in Exhibit "B" (the "Improvements") and as shown on those certain plans titled Improvement Plans 3 Lot Minor Land Division (Civil 6) APN# 022-902-11, date: June, 2021.

B. In exchange for the deferment of Owners' obligation as provided herein, Owners agree to complete the Improvements as provided herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

AGREEMENT

1. Agreement Binding On Successors In Interest.

This agreement is an instrument affecting the title and possession of the Property. All of the terms, covenants and conditions herein imposed shall be binding upon and inure to the heirs, successors or assigns of Owners. Upon any sale, division or transfer of the Property, the terms of this Agreement shall apply separately to each parcel and the new owner of each parcel and Owners shall be jointly liable to complete the obligations imposed on Owners by this Agreement.

2. Improvements.

2.1 Owners agree to construct the Improvements as indicated on the attached exhibit "B". The Improvements required by City generally consist of curbs, gutters, sidewalk, driveways, and other miscellaneous improvements. Improvement include Earthwork, Asphalt, Porous Pavers, Retaining wall, Tree removal, landscaping, SD inlets, 8" SD Solid pipe, 6" Perforated pipe, Trench Drain, Bio retention Facility, 6" Sanitary Sewer, Sanitary Sewer Cleanout.

2.2 The Owners shall, within twenty-four (24) months of the date of this Agreement, complete to the satisfaction of the City Engineer, all Improvements in accordance with City's plans and specifications.

In the event Owners fail and/or neglect to complete all Improvements within twenty-four (24) months of the date of this Agreement, City shall have the right at any time thereafter to complete the Improvements at Owners' expense; provided, however, the City Council may in its sole discretion, extend the completion period for an additional period of time upon written request by Owners.

3. Performance Of Work. Owners agree to perform the work, construct and install the Improvements and make the payments required by City within the time period of completion established herein and in a good workmanlike manner, in accordance with accepted construction practices and the plans and specifications for the improvements and to the satisfaction of the City Engineer. Owners agree to commence and complete the Improvements within a period of twenty-four (24) months from the date of this Agreement and to notify City at least forty-eight (48) hours prior to commencement of work. If it becomes necessary for City to construct the Improvements, permission is granted to City by Owners to enter upon to the property of Owners as may be necessary for City to construct the Improvements.

4. Improvement Plan Warranty. Owners warrant the improvement plans for the work are adequate to accomplish the work as promised in Section 2 and as required by the Conditions of Approval for the Subdivision. If, at any time before the City Council accepts the work as complete or during the one year guarantee period, said improvement plans prove to be inadequate in any respect, Owners shall make whatever changes are necessary to accomplish the work as promised.

5. Maintenance of Improvements and Guarantee of Work. City agrees to accept for maintenance, only those Improvements which are constructed and completed in accordance with City's standards and requirements and are installed within public rights-of-way or easements dedicated and accepted as complete by City resolution, after the expiration of one (1) year from and after the date of satisfactory completion and acceptance by the City. Owners shall maintain all the Improvements at Owners' sole cost and at all times prior to acceptance of the Improvements by City. After acceptance of the dedicated portion of the Improvements by City, Owners shall continue to maintain at their sole cost and expense the private portion of the Improvements. Owners guarantee that all completed Improvements shall be free from defects in material or workmanship and shall perform satisfactorily for a period of one (1) year from and after the date the City Council accepts the work as complete. Owners agree to correct, repair, or replace, at Owners' sole cost and expense, any defects in said work.

Owners agree to provide necessary temporary drainage facilities, access road(s) or other improvements required by City Engineer, to assume responsibility for the proper functioning thereof, to submit plans to City for review, if required, and to maintain said improvements and facilities in a manner which will preclude any hazard to life or health or damage to adjoining property.

6. Bond, Cash Deposit or Instrument Of Credit. Concurrent with the execution hereof, Owners shall furnish:

a. A bond, cash deposit or instrument of credit in a form acceptable to City, in its sole discretion, in an amount equal to at least one hundred percent (100%) of the engineer's estimated cost of improvements (as approved by the City Engineer) as security for the faithful performance of this Agreement; and

b. A bond, cash deposit or instrument of credit in a form acceptable to City, in its sole discretion, in an amount equal to at least fifty percent (50%) of the engineer's estimated cost of improvements (as approved by the City Engineer) as security for the payment of all persons, furnishing materials, equipment or labor in connection with this work.

The surety on any bond or instrument of credit shall be satisfactory to the City Engineer. Pursuant to Government Code Section 66499(a) all bonds shall be from an authorized corporate surety in the State of California. An instrument of credit shall be from an institution subject to regulation by the State of California or the Federal government, and shall pledge that the funds necessary to carry out the forms of the Agreement are on deposit and guaranteed for payment. The cash deposit may take the form of a Certificate of Deposit which shall name the City of Scotts Valley as the holder of the certificate. The certificate shall be held by City until satisfactory completion of all Improvements and upon certification of the City Engineer of satisfactory completion, shall be released by the City and endorsed over to

Owners, along with any interest earned thereon. Should City be required to use any funds deposited to satisfy the requirements of this Agreement, City may use all principal and accrued interest to complete the Improvements. Principal and interest, if any, remaining after the satisfactory completion of the Improvements shall be returned to the Owners by City.

7. Insurance. Owners shall maintain, or shall require any contractor engaged by Owners to perform work, to maintain, at their sole cost and expense, at all times during the performance of the work called for herein, a comprehensive public liability and property damage insurance policy with City as additional named primary insured, for bodily injury (including death) with limits of not less than One Million Dollars (\$1,000,000) per person and Two Million Dollars (\$2,000,000) per occurrence and property damage limits of not less than Five Hundred Thousand Dollars (\$500,000). Owners shall provide City with a certificate evidencing such policy with a clause requiring the insurance carrier to give thirty (30) day written notice to the City's City Manager, in advance of the policy being canceled for any reason whatsoever.

8. Indemnity. Owners shall assume the defense with counsel selected by City and shall hold harmless, defend and indemnify City, its agents, servants or employees, from every expense, liability or payment, including attorney's fees, against any and all actions including claims or demands for injury, death, loss or damages, regardless of fault or cause, by anyone whomsoever (except where such injury, death, loss or damage was solely due to the negligent acts or omissions of City, its agents, servants or employees) arising out of performance of any of the duties, promises, covenants or conditions arising out of this agreement, including but not limited to injury, death, loss or damage is a consequence of, or arises out of, or is incidental to, the deferment of permanent drainage facilities or the adequacy, safety, use, or non-use of temporary drainage facilities, the performance or non-performance of the work, by Owners or any other persons or parties pursuant to authorization by Owners.

9. Time Is Of The Essence. Time is of the essence in this Agreement.

10. Waiver. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or be construed as, a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement.

11. Attorney's Fees. If either party hereto incurs any expense, including reasonable attorneys' fees, in connection with any action or proceeding instituted by reason of any default or alleged default of the other party hereunder, the party prevailing in such action or proceeding shall be entitled to recover from the other party reasonable expenses and attorneys' fees in the amount determined by the Court, whether or not such action or proceeding goes to final judgement. In the event of a settlement or final judgement in which neither party is awarded all of the relief prayed for, the prevailing party as determined by the Court shall be entitled to recover from the other party reasonable expenses and attorneys' fees.

12. Notices. All required notices shall be in writing and delivered in person or by Registered U.S. Mail, postage pre-paid. Notices required to be given to City shall be addressed as follows:

Public Works Director
City of Scotts Valley
One Civic Center Drive
Scotts Valley, CA 95066

Notices required to be given to Owners shall be addressed as follows:

Richard Steven Hochler
325 Canham Road
Scotts Valley, Ca. 95066

Either party may change such address by notice in writing to the other party. Thereafter, notices shall be addressed and transmitted to the new address.

13. Costs. Owner shall pay when due, all cost of the Improvements, including city fees and inspections.

14. Entire Agreement. This Agreement contains the entire agreement between the parties. No promise, representation, warranty or covenant not included or referred to in this Agreement has been or is relied on by either party. Each party has relied on his own examination of this Agreement, the counsel of his own advisors, and the warranties, representation, and covenants in the Agreement itself and those referred to in the Agreement. The language in all parts of this Agreement shall be in all cases construed simply, according to its fair meaning and not for or against City or Owners, regardless of which party drafted the particular language which is being construed, all parties having been represented by adequate counsel.

IN WITNESS WHEREOF, the City and the Owners have executed this Improvement Agreement as of the date first set forth above.

"CITY"
CITY OF SCOTTS VALLEY

"OWNER"
RICHARD STEVEN HOCHLER
TRUSTEE OF THE HOCHLER ROSS
FAMILY TRUST, DATED MARCH 15, 1996

BY: _____
MALI LAGOE, CITY MANAGER

BY: _____
RICHARD STEVEN HOCHLER,
DEVELOPER

ATTEST:

BY: _____
TRACY FERRARA, CITY CLERK

(ATTACH ACKNOWLEDGMENTS)

APPROVED AS TO FORM:

BY: _____
KIRSTEN POWELL, CITY ATTORNEY

EXHIBIT A

The land referred to is situated in the County of Santa Cruz, City of Scotts Valley, State of California, and is described as follows:

PARCEL ONE:

Situate in the City of Scotts Valley, County of Santa Cruz, State of California, and described as follows:

Being a portion of the lands described in the Deeds to G. V. Butterfield, et ux., recorded August 30, 1943, in Volume 464, at Page 335 of Official Records of Santa Cruz County and described as follows:

Beginning on the Southwestern boundary line of said lands of Butterfield from which the most Southern corner of the lands described in the Deed to Douglass J. Lawder, et ux., recorded January 15, 1962, in Volume 1447, at Page 287 Official Records of Santa Cruz County bears along said boundary line of first mentioned lands North 25° 05' West 60.00 feet distant; thence from said place of beginning along said boundary line of lands of Butterfield South 25° 05' East 169.53 feet, thence leaving said boundary line Northeasterly to the Northeastern boundary line of said lands of Butterfield from which the most Northern corner of the lands described in the Deed to Santa Cruz Land Title Company, recorded March 21, 1966, in Volume 1753, at Page 194 of Official Records of Santa Cruz County bears along said lands of Butterfield South 23° 05' East 160.00 feet distant, thence along the boundary line of last named lands North 23° 05' West 159.50 feet to a point from which the place of beginning bears South 62° 19' West, thence South 62° 19' West 110 feet a little more or less to the place of beginning.

PARCEL TWO:

Together with a right of way 15 feet in width over the 15 foot right of way reserved in the Deed to Douglass J. Lawder, et ux., recorded January 15, 1962, in Volume 1447, at Page 287 of Official Records of Santa Cruz County.

PARCEL THREE:

Together with a right of way for road and utility purposes 30 feet in width the Northeastern boundary line of which is described as beginning at the most Eastern corner of the lands described in the Deed to Douglass J. Lawder, et ux., recorded January 15, 1962, in Volume 1447, at Page 287 of Official Records of Santa Cruz County and running thence from said place of beginning South 23° 05' East 30.00 feet.

PARCEL FOUR:

Being a non-exclusive easement for ingress and egress over, under and upon a portion of Parcel One of the lands of Jun Lee and Carol Ann Lee as said lands are recorded in Book 1955, Page 236 Official Records of Santa Cruz County, said easement being more particularly bounded and described as follows:

EXHIBIT B

Rick Hochler MLD
4303 Scotts Valley Drive

prepared by: Ryan Haley PE, Cornerstone Civil Inc.
date: 12/14/21

Engineers Cost Estimate for Site Improvements

Item no.	Item	Unit	Quantity	Unit Price	Cost
Site Improvements					
1	Earthwork (Cut)	CY	702	\$40.00	\$28,080
2	Earthwork (Fill)	CY	41	\$120.00	\$4,920
3	Asphalt (including subgrade)	SF	5237	\$3.50	\$18,330
4	Porous Pavers (including subgrade)	SF	1148	\$10	\$11,480
5	Retaining wall	SF	780	\$30	\$23,400
Site Improvements SUB-TOTAL					\$86,210

Storm Drain Improvements

6	SD Inlets	EA	9	\$400	\$3,600
7	8" SD Solid Pipe	LF	95	\$40	\$3,800
8	6" Perforated Pipe	LF	73	\$50	\$3,650
9	Trench Drain	LF	22	\$50	\$1,100
10	Bioretention Facility	LS	1	\$4,000	\$4,000
Storm Drain SUB-TOTAL					\$16,150

Utility Improvements

11	6" Sanitary Sewer	LF	140	\$40	\$5,600
12	Sanitary Sewer Cleanout	EA	2	\$1,500	\$3,000
Utility SUB-TOTAL					\$8,600

* Unit prices are derived from Caltrans Contract Cost data book 2018

10% CONTINGENCY \$11,096

TOTAL \$122,055



Ryan Haley

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: February 16, 2022

TO: Honorable Mayor and City Council

FROM: Selina Andrews, Finance Manager

APPROVED: Casey Estorga, Administrative Services Director

SUBJECT: **APPROVE RESOLUTION No. 1882.3 AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND (LAIF) AND AUTHORIZING THE CITY MANAGER, ADMINISTRATIVE SERVICES DIRECTOR, AND FINANCE MANAGER AS AUTHORIZED SIGNERS ON THE CITY'S LAIF ACCOUNT**

SUMMARY OF ISSUE

The City invests monies with the State Local Agency Investment Fund (LAIF). The City needs to update the authorized signers on the LAIF account. To make changes to the authorized signers on the City's account, LAIF has requested that the City approve a new resolution by the City Council to effectuate this change.

FISCAL IMPACT

There is no fiscal impact associated with this action.

STAFF RECOMMENDATION

It is recommended that the City Council approve Resolution No.1882.3, authorizing the investment of monies in the Local Agency Investment Fund (LAIF) and authorizing the City Manager, Administrative Services Director, and Finance Manager as authorized signers on the City's LAIF account.

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RESOLUTION NO. 1882.3

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY
1 CIVIC CENTER DRIVE, SCOTTS VALLEY, CA 95066, 831-440-5600**

**AUTHORIZING INVESTMENT OF MONIES
IN THE LOCAL AGENCY INVESTMENT FUND**

WHEREAS, The Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the City Council hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein is in the best interests of the City of Scotts Valley;

NOW THEREFORE, BE IT RESOLVED, that the City Council hereby authorizes the deposit and withdrawal of City of Scotts Valley monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein.

BE IT FURTHER RESOLVED, as follows:

Section 1. The following City of Scotts Valley officers holding the title(s) specified herein below **or their successors in office** are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution; and

Mali LaGoe

Casey Estorga

Selina Andrews

City Manager

Admin Services Director

Finance Manager

(Signature)

(Signature)

(Signature)

Section 2. This resolution shall remain in full force and effect until rescinded by City Council by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer's Office.

PASSED AND ADOPTED, by the following vote of the City Council of the City of Scotts Valley, Santa Cruz County, State of California on February ___, 2022.

AYES:

NOES:

ABSTAIN:

ABSENT:

By: _____
Donna Lind, Mayor

Attest: _____
Lauren Lambert, Deputy City Clerk

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: February 16, 2022

TO: Honorable Mayor and City Council

FROM: Mali LaGoe, City Manager

SUBJECT: **SCOTTS VALLEY CHAMBER OF COMMERCE ECONOMIC
RECOVERY SUPPORT**

SUMMARY OF ISSUE

In May 2020, the City Council established a Local Business Recovery Committee to support local business and help navigate a path through the evolving changes brought on by the COVID-19 pandemic. Partnering with the Scotts Valley Chamber of Commerce and other local entities, the City was able to support businesses with ongoing advocacy, information and resources as State and County guidelines changed.

In October 2020, the City contracted with the Scotts Valley Chamber of Commerce to provide support to local businesses. The scope of work included assistance with applying for state and federal assistance, providing information, and other COVID response related activities. That contract ended in December 2020.

In May 2021, the City Council formed another Economic Recovery Subcommittee as our local businesses were still in great need of City support. Given the necessity for continued focus on the business community and the City Council's strong interest in assisting our local economy in this anticipated post-pandemic environment, it was recommended that the City Council form another project specific subcommittee to support these goals. The FY 21/22 budget included \$10,000 to support ongoing economic recovery activities.

In September 2021, the Chamber of Commerce proposed a Shop Local Campaign budget to leverage the City's \$10,000 with other chamber resources. The Subcommittee reviewed the proposal and recommended funding it however a formal contract was not executed at the time. The Chamber has subsequently completed the scope of work outlined in the attached budget proposal.

FISCAL IMPACT

The professional services contact for small business support as related to the ongoing economic impacts of the COVID-19 pandemic, in coordination with the Scotts Valley Economic Recovery Subcommittee, is budgeted in FY 21/22 in the amount of \$10,000.

The Economic Recovery Subcommittee reviewed the proposal from the Scotts Valley Chamber of Commerce in September 2011 and recommended funding the identified Shop Local Campaign activities for the full \$10,000 budgeted amount.

STAFF RECOMMENDATION

It is recommended the City Council authorize the City Manager to execute an agreement with the Scotts Valley Chamber of Commerce for Shop Local Campaign activities commencing on September 8, 2021 in a form acceptable to the City Attorney, as recommended by the Council's Economic Recovery Subcommittee.

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SCOTTS VALLEY CHAMBER OF COMMERCE

Scotts Valley Fall 2021 Shop Local Campaign Proposed \$10,000 Budget

\$3000 - Video Production

Two video projects to be produced:

- 1) A series of 30 second videos to run on KSBW and social media showcasing local businesses and encouraging people to shop local
- 2) A video to tell the story of where the \$250k CDBG grant funds go, showcasing the businesses that receive them, what that money was used for and who they hired or kept employed because of it.

*Please note that this price will be heavily discounted by Tam Communications and would normally cost much more for the scope of work that is needed.

\$2000 – Lamp Pole Banners

Banners will be created and hung along Scotts Valley Drive and Mt. Hermon Road, encouraging people to shop local. The goal would be to have a design created on these banners that could be used again and again for future Shop Local campaigns.

\$4500 – KSBW Television Advertising

Using the 30 spots created by Tam Communications, we would run TV spots on KSBW, targeting the morning and evening news in particular.

\$500 – Social Media Boosts

Both video projects mentioned above will be boosted on Facebook and Instagram, targeting Santa Cruz County.

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: February 16, 2022

TO: Honorable Mayor and City Council

FROM: Chris Lamm, Public Works Director

APPROVED: Mali LaGoe, City Manager

SUBJECT: **SKYPARK FIELD MAINTENANCE**

SUMMARY OF ISSUE

Maintenance of the Skypark field ceased in August of 2020 at the onset of CalFire utilizing the fields for the CZU fire basecamp. Following the end of the basecamp usage of the fields, much of the field was compacted and the irrigation systems damaged. Minimal maintenance work was performed until such time the field restoration project could get underway. From summer to fall of 2021, K&D Landscaping performed the field restoration under a City contract and continued landscape maintenance for 90 days post construction activities. That maintenance period concluded in December of 2021 and staff have authorized 2 additional monthly extensions to continue maintenance activities through the end of February 2022.

Due to the level of staffing in the Public Works Maintenance Division, the City cannot commit the necessary resources to the Skypark sports fields to keep them in the conditions expected by the public and regular users. Historically, the fields and greenbelts would utilize 2 maintenance workers working a full day to mow and blow cuttings on the fields and adjacent greenbelts in the Skypark neighborhood. However, as emergencies in the City arise, this activity could and would regularly get skipped. Other activities which are field maintenance best practices would not get performed at all including, fertilization, aeration, gopher management, and routine checks of the irrigation system to ensure correct coverage and operation.

Field users would regularly raise concerns to staff about the conditions of the fields or greenbelts, however, staff have not had the resources to react to those concerns. Some field users would take it upon themselves to bring out riding mowers to mow patches of the field they wished to utilize and fill gopher holes to make the playing surface safe for children.

Due to the heavy usage of the fields and the desire from the community to keep the fields in good safe working order, staff prepared a request for proposals (RFP) for field maintenance services that would include all best practices that should be utilized. The scope includes a weekly mowing, edging, aeration, fertilization, irrigation inspections and repairs, and on-call services that can be utilized when necessary, such as additional work needed before or after special events that utilize the fields. The RFP includes similar work efforts to be performed in the two adjacent Skypark neighborhood greenbelts taking advantage of cost saving recognized with a mobilization of work for the larger sports field work. The RFP anticipates a 3-year agreement (with 2 additional 1-years extensions) with consumer price index increases each renewal year.

The City issued the RFP on January 14, 2022 for Skypark Field Maintenance Services. Proposal were due on January 28, 2022. The City received two bids which includes line item costs for the two scopes of work (Skypark sports fields and Skypark neighborhood greenbelts). Total annual values of work requested were as follows:

Brightview Landscape Services, Inc.	\$49,998
K&D Landscaping, Inc.	\$54,935

Brightview Landscape Services Inc., was found to be the lowest responsible and responsive bidder. References of other public agencies where similar work is being performed were checked and no issues were identified. Staff recommends proceeding with the award of the contract.

Funding of the agreement will utilize funding from the Public Work, Parks Maintenance budget for the sports fields and the Skypark Assessment District for the neighborhood greenbelts. The breakdown in costs for the two funding sources will be as follows in accordance with the proposal form submitted by Brightview Landscape Services, Inc.

Skypark sports fields (Public Works – Park Maintenance)	\$42,940
<u>Skypark neighborhood greenbelts (Skypark Assessment District)</u>	<u>\$7,058</u>
Total Annual Maintenance	\$49,998

Staff proposes to authorize a 20% contingency (\$10,000) for repair work at the rates listed in the bid forms.

A budget amendment will be necessary for the Parks Maintenance portion of the work for the remainder of the fiscal year. There are adequate funds available in the Skypark Assessment District to proceed.

FISCAL IMPACT

The current FY2021/22 Park Maintenance budget did not anticipate utilizing contract services for the field maintenance. Work for the remainder of the FY is anticipated to be \$14,313. Staff recommends appropriating this amount to the Public Works Parks Maintenance budget for this contracted service. Future FY budgets will account for the contracted work in the budget.

Funding is adequate for the portion of work associated with the Skypark Assessment District and will be included in the engineers report for future assessments.

STAFF RECOMMENDATION

It is recommended that the City Council authorize the City Manager to execute an agreement with Brightview Landscape Services, Inc., for Skypark field maintenance, in a form acceptable to the City Attorney; and authorize the appropriation of unassigned General Fund money in the amount of \$14,314 to Public Works Parks Maintenance budget.

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A Brighter Outlook for your Landscape Services



City of Scotts
Valley—Skypark

1/27/22

1/27/22

City of Scotts Valley
Public Works Director
361 Kings Village Road
Scotts Valley, CA 95066

Dear City of Scotts Valley,

On behalf of your BrightView team, we would like to extend our sincere appreciation for the opportunity to transform and maintain Scotts Valley Skypark . It is an honor to be part of such a unique, innovative, and revolutionary City. Our goals are to save you time and money through our tried and true horticulture expertise and continually maintain for sustainability health. Together we will build on our partnership as we create an engaging and sustainable maintenance program aligning with the overall goals that the city leaders and residents of Scotts Valley will be proud of.

We know that when the residents call Scotts Valley home they new that the city would maintain the parks and town to excellent standards. At BrightView, the promise of our brand is a commitment to deliver confidence from excellence. As strategic partners, we will build a solid foundation of effective initiatives that advance our collective goals. We are aligned in our missions and will have tremendous success together.

We have created a custom offer to deliver excellence in the landscape maintenance program. With the combined leadership with the City of Scotts Valley input and collaborating with BrightView management and leadership we will define annual goals and build upon daily, monthly and yearly successes when it comes to Skypark's landscape.

You have my personal commitment to transparency, open communication, innovation, addressing challenges and creating solutions. An open and trusting business relationship is imperative to reaching our collective vision.

Thank you again for considering BrightView to be your landscape maintenance service partner. We are excited to share our vision in this proposal with you.

Sincerely,

Travis Wilson
Business Development Executive
NorCal Municipalities

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Statement of Qualifications

BrightView Landscape Services, Inc. Formerly ValleyCrest Companies was formed in 1949 by Burt Sperber in North Hollywood, CA. Today, BrightView is the largest full-service landscape company in the United States. In our Landscape Maintenance division, we employ over 20,000+ employees and have 121 branches in 32 states and Puerto Rico. We specialize in a large array of services. We are the largest provider of commercial and municipal landscaping services in the United States. We provide landscaping services ranging from landscape maintenance and enhancements to tree care and landscape development. We operate through a differentiated and integrated national service model which systematically delivers services at the local level by combining our network of over 240 branches with a qualified service partner network.

Our branch delivery model underpins our position as a single-source end-to-end landscaping solution provider to our diverse customer base at the national, regional and local levels, which we believe represents a significant competitive advantage. BrightView's Maintenance Services segment delivers a full suite of recurring commercial landscaping services. Our maintenance services customers include Fortune 500 corporate campuses and commercial properties, HOAs, public parks, leading international hotels and resorts, airport authorities, municipalities, hospitals and other healthcare facilities, educational institutions, restaurants and retail, and golf courses, among others.

Our experience with large landscape maintenance projects makes BrightView Landscape Services uniquely qualified to manage Skypark for the City of Scotts Valley. We currently service a wide variety of projects in the area, where we have a full-time staff of more than 700 dedicated employees. We understand from first-hand experience that in order to be successful with these types of projects we must:

- Have exceptional field leaders who are well-trained and educated in best horticultural practices
- Have significant operational capacity with In-house resources including:
 - Water Conservation Experts, Irrigation Technicians, Landscape Professionals and Designers, Certified Arborists, Landscape, Janitorial, Pest Control and Safety Professional Staff, Supervisors and Managers.
- Have a successful transition plan and flexible work plans and schedules to address seasonal needs and special events.
- Build a partnership with our customer.
- Outstanding contract service and customer relations

As one of the current landscape providers for many local municipalities, our proven experience managing these sites make BrightView uniquely qualified to be selected as your landscape maintenance firm. We understand the expectation of a well thought out Landscape Management Program that will deliver a plan that affordably meets the City of Scotts Valley requirements.

Our goal is to consistently offer the best value in the marketplace by providing unmatched service, a customized approach focused on your specific priorities and a well-maintained landscape you and the community are proud of. Doing this requires operational excellence.

Our ability to systematically deliver high quality landscaping services is the foundation of our value proposition to our customers. We leverage our local branch structure, with national support, at over 200 branches and the significant breadth of our offerings allows us to service all of our customers' landscaping needs. We believe our long tenured and experienced employee base has resulted in the development of significant institutional horticultural and technical expertise that we systematically deliver to our customers. In addition, we have dedicated resources to enhance employee training, safety and compliance and through investments in our business systems, we are able to deliver a seamless, professionally managed service experience. Finally, our branch-led business model, supported by a process-driven management approach, supports our focus on quality of service and repeatable execution.

We conduct branch-by-branch reviews and track key operating statistics at a local level to ensure consistency of customer service and operational performance. Our account managers are critical, providing a primary point of contact to the broader BrightView platform and are responsible for the day-to-day support, attention and customized service delivered to customers.

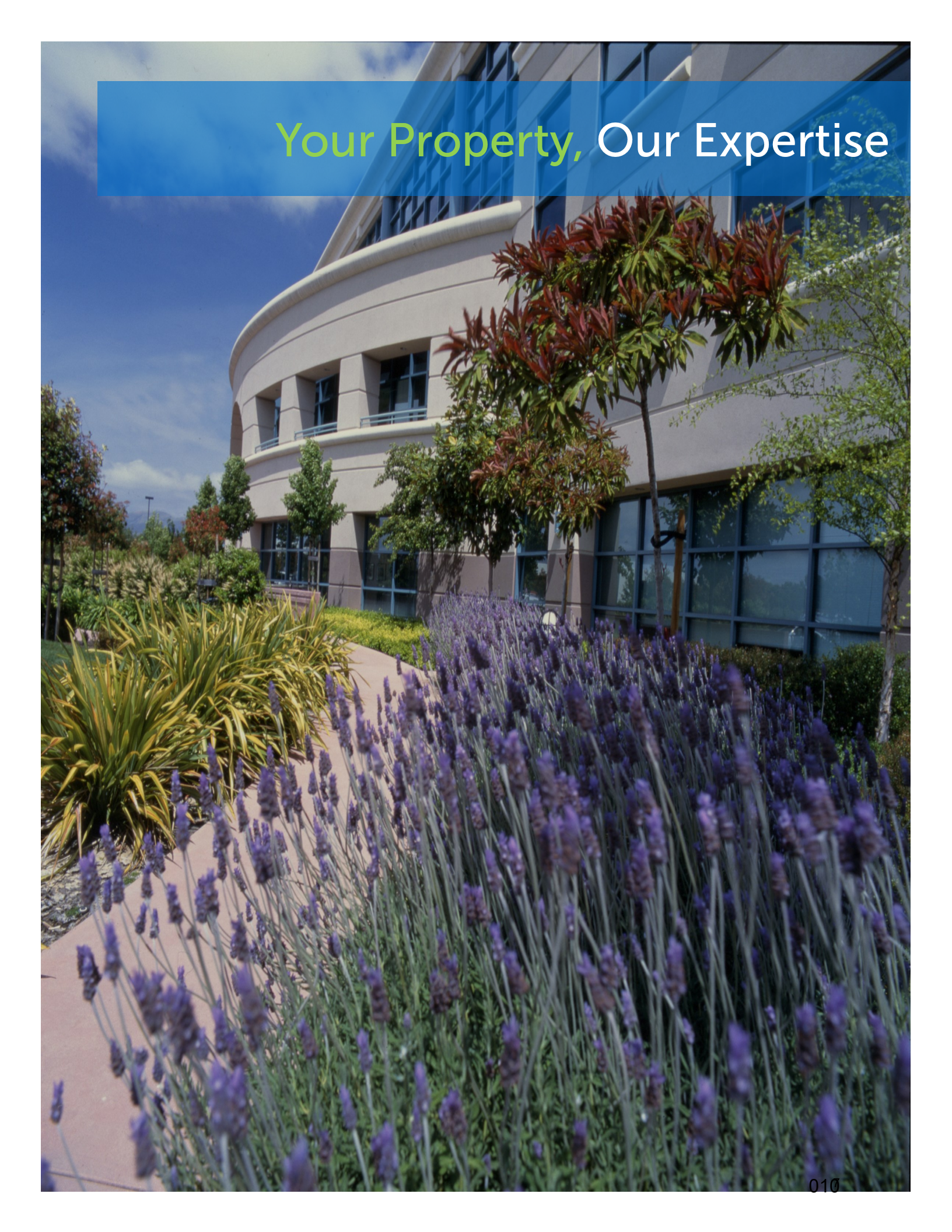
To ensure a successful partnership, effective communication is one of our top priorities. We believe strongly in being proactive in our communication and have designed several forms and checklists that our customers find valuable for staying apprised of their landscape status and maintenance activity. Additionally, we are equipped to respond quickly to new and unexpected needs as they arise.

Experience the BrightView Difference

We judge our success by the complete satisfaction of our customers. Every member of your landscape team will strive to earn your trust and loyalty through a proactive relationship in which we consistently perform work of the highest quality with unparalleled responsiveness.

Our ability to offer industry leading standards to our customers is attributed to our quality assurance and continuous improvement programs we have developed over our history.



A photograph of a modern, curved building with large windows and a landscaped garden in the foreground. The building has a light-colored facade and a curved roofline. The garden features a path, purple flowers, and various trees and shrubs. The sky is blue with some clouds.

Your Property, Our Expertise

Landscape Maintenance that Goes Above & Beyond



BrightView Standards of Excellence

The importance of good curb appeal cannot be underestimated. That's why we're relentless in our high standards and dedication to delivering an impactful first impression. Our team members participate in strict quality standards and continuous improvement training to ensure the service you receive is impeccable, efficient, and always excellent.

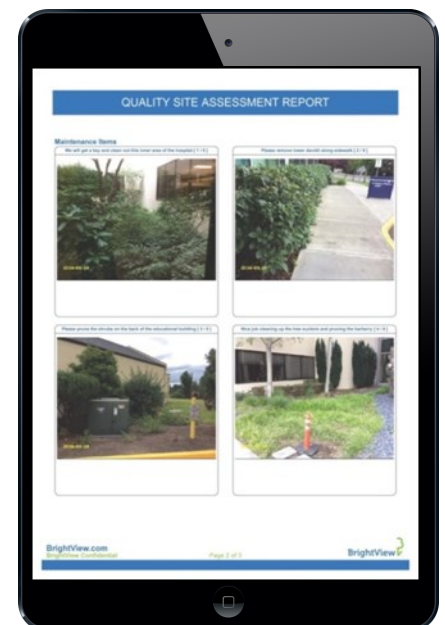
BrightView's proprietary 7 Standards of Excellence promote best practices and standards among the most common areas of landscape maintenance, enabling us to develop a cohesive, consistent strategy for your site. With a shared commitment and a focus on these standards, we will improve the quality of your landscape maintenance.

1. Site Cleanliness
2. Weed Free
3. Green Turf
4. Crisp Edge Beds
5. Spectacular Flowers
6. Uniformly Mulched Beds
7. Neatly Pruned Trees & Shrubs

Quality You Can Count On

We begin our partnership with a promise: quality landscape and client centric customer service. BrightView's formal **Quality Site Assessments (QSAs)** ensure we keep that promise. Our QSAs deliver:

- Well defined expectations for landscape quality
- A forum for you to share feedback
- Progress updates on our work
- Time set aside to discuss opportunities
- A stronger partnership with you in the management of your landscape
- Accountability that ensures your success



Proactive Communication Protocols

Drive Accountability

Successful partnerships are built on a platform of effective communication. BrightView's Client Partnership Plan provides the foundation to exceed customer expectations while understanding your needs and priorities.

Your Account Manager will continually engage with you to understand the opportunities and challenges that naturally occur over the lifetime of a partnership. The intent is to gain a deeper understanding of your business, future plans, budget forecasting, and a strategy as to how we can deliver more value.

Pre-Season Collaboration Meeting

The pre-season meeting allows us to understand what is important to you in a landscape partner and how this may differ from past priorities. We will come away with everything we need to update the scope of work so that it is in line with your vision and goals for the property.

Quality Site Assessments

We care about delivering quality landscapes to every client year-round, and our Quality Site Assessments are the tool that makes this happen. This process prioritizes our relationship with you and keeps our team focused on your landscape quality.

Business Reviews

We conduct business reviews to ensure alignment on individual site performance. The reviews keep you in the know, informing you of what we've done and what we're going to do, and also evaluate our performance and provide recommendations and guidance on future plans for your property.

Post Season Collaboration Meeting

We value our collaborative relationship above all else and will use this meeting to make sure we are always improving in that area. We will also address job quality and make sure all expectations were exceeded.

Customer Satisfaction Surveys

We seek ongoing feedback from our clients using objective sources such as targeted telephone surveys or other outreach discussions in order to verify we are exceeding expectations.

Seamless Transitions Create Successful Partnerships

At our initial kick-off meeting we will confirm communication protocols, review the contract and scope of work along with a timeline on completion of key site initiatives. Moreover, we review our safety protocols, our QSA process and scheduling, and discuss pre-approval thresholds on emergency spending.

30

- Monthly Review: Client, Account Manager, Branch Manager and Business Developer
- Review agreed upon first month expectations, progress on key initiatives, and lessons learned
- Implement course corrections as may be needed
- Perform site QSA with client
- Confirm site maintenance plan (key site initiatives) for next 30 days

60

- Monthly Review: Client, Account Manager, Branch Manager and Business Developer
- Confirm scope alignment & expectations are being exceeded
- Review details on QSA and any carryover items
- Check progress and/or completion of key site initiatives
- Client Survey touch point

90

- Business Review: Client, Account Manager, Branch Manager and Business Developer
- Review 90 Day Follow-up Partnership Transition Guide
- Review details on QSA and any carryover items
- Check progress and/or completion of key site initiatives

180

- Business Review: Client, Account Manager, Branch Manager
- Confirmation of team exceeding expectations, developing partnership
- Review details on QSA and any carryover items
- Review/Update Client Partnership Plan for following season

The Right Team on the Ground



We know success is built upon well trained and tenured team members providing outstanding quality and customer service. Every team member is required to complete our safety and operator training program which prepares your crew with the skills necessary to safely perform quality work to your satisfaction.

BrightView's support for your location will include the following team members:

BrightView Team Member	Service Provided
Account Manager	Primary customer contact Accountable for customer satisfaction Ensures compliance to job specifications and quality
Production Manager	Manages crews and subcontractors Ensure readiness of workers, tools, and materials Maintains safe working conditions Trains field personnel Ensures delivery of job specifications and quality
Crew Leader	Ensures readiness of workers, tools and materials Trains field personnel Performs and leads job specifications on site
Clint Christman Branch Manager	Ensures quality and efficient landscape maintenance for clients Consistently improves best practices within branch Lead and support all branch personnel
Mike Ney Vice President & General Manager	Responsible for supporting the market's successful operations Ensures we comply with all current laws and contract requirements

Branch Manager Bio

Clint Christman

Branch Manager – North San Jose

San Jose, CA

Clint.Christman@BrightView.com

2019-Present - BrightView Landscape Inc. - Branch Manager

Accountable for supervising and managing the North San Jose Branch. Overseeing the financial reporting, hire and train staff, presently overseeing ninety plus employees/Managers. Develop long-term relationships and communicate on a regular basis with key clients, inspect key client properties to monitor performance and overall job quality. Ensure BrightView existing accounts are renewed each year, coordinate and manage client service teams and develop annual budgets. Work with the Controller to accurately track branch performance, ensure billing is completed in a timely and accurate manner and all contracts are executed correctly. Monitor branch safety record and implement methods to improve safe workplace practices, implement and enforce policies and procedures as issued by BrightView.

2005 – 2019 Jensen Landscape Services, District Manager

Responsible for managing the South Bay District, to include hiring/development of personnel (currently 90 + employees), promoting/maintaining a safe and rewarding working environment, and career opportunities for all employees, delivering consistent quality, superior customer service to a variety of types of clients.

Past employment:

Baja Landscape Company, President

Creative Outdoor Environments, General Manager Odyssey

Landscape Company, Division General Manager

OneSource Landscape & Golf Services, Project Manager & IPM Operations Manager

Hewlett-Packard, Landscape Specialist/Coordinator

City of Cupertino, Irrigation Specialist & Special Projects

Military Career

Air National Guard (Moffett Field, Mountain View, Ca)

Active Air Force (various temporary assignments)

Army Reserve (Fort Ord, Monterey, Ca) Active Army (Stuttgart, Germany)

Certifications/Licenses

Bay Friendly Certified

California Licensed Pesticide Applicator Certified Water Auditor

C-27 License #795226

CLP Certified Landscape Professional Certification Red Cross Certified in CPR and First Aid

Certified Reclaimed Water Site Supervisor

Education/Training

Professional Landscaper Diploma-Education Direct Landscape Design Development-School of Landscape Design Landscape Diploma-Stratford Career Institute . San Jose State University

University of California Extensions- Santa Cruz, Berkeley, Davis

Ready and Trained Landscapers



BrightPath Landscaper Development Program

At BrightView, we strive to be the employer of choice. We are committed to identifying new ways to differentiate our work experience. We want our crew members to know this is more than an hourly job—this is a career.

Through ongoing learning and coaching, crew members learn new skills on-the-job and then demonstrate their progress. As crew members gain new skills, they earn opportunities for recognition and promotions.

BrightPath will help our crew members

- Learn the business, meet our customer's needs, and develop skills for a career at BrightView.
- Identify the skills and abilities needed to progress in their current role at BrightView as well as develop the skills they will need for future positions.

Through BrightPath, we've set standards for quality, safety and services. And, we ask our crews to deliver on those standards every day. We have clear, consistent expectations of what is required at each of the 4 levels of our Landscaper Development Program.



Committed to **Safety**, Every Day

BrightView’s Valued Safety Partnership Plan Mitigates



Safety Management System

BrightView’s Safety Management System includes tools to enable team members and to make sure no one gets hurt. Safety plans are communicated frequently and through a comprehensive process .



Rigorous Safety Rules

Our employees are regularly trained on their responsibilities and held accountable to following all safety regulations. It is their responsibility to report unsafe conditions, creating a safer environment for your employees.



Loss Improvement Plan

By engaging leadership at all levels we increase awareness and accountability.



Safety and Hazard Awareness Training

BrightView crews are equipped with an on-going training program to ensure they can with the highest safety standards in the business.

A source of pride for every member of the BrightView family is team member safety. We have established and continually strive to improve our safety culture. We maintain a best-in-class safety track record, with OSHA recordable incidents at approximately half of the

Recordable Incident Rate Comparison

Industries Average*	Landscaping Services Total*	BrightView Total
3.90	2.12	1.83

“At BrightView, we believe that safety is more than putting on a vest, goggles and gloves —it is woven into the fabric of our company”

E-Verified Employees

BrightView is enrolled in E-Verify in all states in which we operate to ensure 100% compliance with all US Labor and Immigration laws. Our participation in this web-based process, currently the best means available to electronically confirm employment eligibility, makes certain that individuals we hire and are working on our client's sites are authorized to work in the United States.

E-Verify is only part of BrightView's robust employment verification program. Our enterprise-wide practice also covers regular training of our staff and semi-annual auditing to maintain compliance with all US Labor and Immigration laws.



**U.S. Citizenship
and Immigration
Services**

SKYPARK FIELD

ITEM	DESCRIPTION	UNIT	FREQUENCY (# OF WEEKS)	UNIT COST	TOTAL COST
1	WEEKLY MOWING	EA	52	\$ 382	\$ 19,864
2	EDGING AND TRIMMING	EA	52	\$ 162	\$ 8,424
3	FERTILIZATION	EA	4	\$ 1,723	\$ 6,892
4	FIELD AERATION	EA	2	\$ 1,358	\$ 2,716
5	PEST CONTROL	EA	26	\$ 194	\$ 5,044
SUBTOTAL					\$ 42,940

SKYPARK GREEN BELTS

ITEM	DESCRIPTION	UNIT	FREQUENCY (# OF WEEKS)	UNIT COST	TOTAL COST
1	WEEKLY MOWING	EA	52	\$ 64	\$ 3,328
2	EDGING AND TRIMMING	EA	52	\$ 22	\$ 1,144
3	FERTILIZATION	EA	4	\$ 300	\$ 1,200
4	FIELD AERATION	EA	2	\$ 433	\$ 866
5	PEST CONTROL	EA	26	\$ 20	\$ 520
SUBTOTAL					\$ 7,058

IRRIGATION

ITEM	DESCRIPTION	UNIT	UNIT COST
1	IRRIGATION REPAIR	LF	\$ 25.00
2	IRRIGATION INSTALLATION	LF	\$ 25.00

LABOR AND EQUIPMENT

ITEM	DESCRIPTION	UNIT	STRAIGHT TIME	OVERTIME
1	SUPERVISOR	HOURLY	\$ 95.00	\$ 140.00
2	LEAD WORKER	HOURLY	\$ 65.00	\$ 95.00
3	MAINTENANCE WORKER	HOURLY	\$ 55.00	\$ 80.00
4	IRRIGATION SPECIALIST	HOURLY	\$ 85.00	\$ 125.00
5	PICKUP TRUCK	HOURLY	\$ Included	\$ Included
6	EQUIPMENT	HOURLY	\$ Depends of equipment used	

ITEM	DESCRIPTION OF SERVICE
1	WEEKLY INSPECTION OF THE SKYPARK FIELD
2	WEEKLY MOWING OF THE SKYPARK FIELD
3	WEEKLY EDGING AND TRIMMING OF THE SKYPARK FIELD
4	BIWEEKLY INSPECTION OF IRRIGATION SYSTEM AT THE SKYPARK FIELD
5	BIWEEKLY PEST CONTROL AT THE SKYPARK FIELD
6	QUARTERLY FERTILIZATION OF THE SKYPARK FIELD
7	SEMIANNUAL AERATION OF THE SKYPARK FIELD
8	MONTHLY REPORTING – LANDSCAPE MAINTENANCE REPORT
9	IRRIGATION REPAIRS – AS NECESSARY
10	EMERGENCY WORK – AS NEEDED
11	WEEKLY INSPECTION OF THE SKYPARK GREEN BELTS
12	WEEKLY MOWING OF THE SKYPARK GREEN BELTS
13	WEEKLY EDGING AND TRIMMING OF THE SKYPARK GREEN BELTS
14	BIWEEKLY INSPECTION OF IRRIGATION SYSTEM AT SKYPARK GREEN BELTS
15	BIWEEKLY PEST CONTROL AT THE SKYPARK GREEN BELTS
16	QUARTERLY FERTILIZATION OF THE SKYPARK GREEN BELTS
17	SEMIANNUAL AERATION OF THE SKYPARK GREEN BELTS

LANDSCAPE MAINTENANCE REPORT

Basic Information:

Contractor Name:	BrightView Landscape Services, Inc.
Completed By:	
Date Completed:	
Month Reported:	

Fertilization:

Date	Quantity	Material

Irrigation Inspections:

Inspection Date	Pass/Fail	Comments

Turf Inspections:

Inspection Date	Pass/Fail	Comments

Signature: _____

Date: _____

ADDENDUM NO. 1

January 24, 2022

SKY PARK FIELD MAINTENANCE RFP

Scotts Valley, Santa Cruz County, California

The following documents of the bid package have been revised and can be found on the City's website at <http://scottsvalley.org/Bids.aspx>.

1. PRICING APPROACH (ADDENDUM)

Update #1:

WAS: - Subsequent to the initial three-year (3) contract term, and if the option for renewal is exercised at the third and fourth anniversary of the contract effective date, the contract amount shall be adjusted in proportion to the change in the Consumer Price Index – All Urban Consumers, San Francisco Area, subject to a 5% increase per year.

IS: - At each annual anniversary in the initial three-year (3) term, and if the option for renewal is exercised at the third and fourth anniversary of the contract effective date, the contract amount shall be adjusted in proportion to the change in the Consumer Price Index – All Urban Consumers, San Francisco Area, subject to a 5% maximum increase per year.

Bidders shall acknowledge the receipt of this Addendum No. 1 on the Bid Summary page of their proposal. Failure to acknowledge the receipt of this Addendum No. 1 may be cause for rejection of the bid.

Q: Will there be a separate line item on the bid sheet for irrigation inspections?

A: No, there will not be a separate line item for the cost of the irrigation inspections. The cost of irrigation inspections should be spread out over the cost of the other lines items.

Q: Will there be a separate line item on the bid sheet for the cost of the performance bond? If not, can the cost of the performance bond be spread out over the cost of each line item?

A: No, there will not be a separate line item for the cost of the performance bond. If the contractor wishes to pass the cost of the performance bond onto the City, they may spread the cost out over the cost of each individual line item.

City of Scotts Valley

CUSTOMER REFERENCES

Proposer: BrightView Landscape Services, Inc.

1.

Name of City :	City of San Jose
Address:	1404 Mabury Rd. San Jose, CA 95133
Contact Person Name:	Shawn Moresco
Contact Person Phone:	408-795-1810
Email Address:	shawn.moresco@sanjoseca.gov
Project Description:	Landscape services of city streets, medians, right of ways and parks

2.

Name of City :	City of San Ramon
Address:	5000 Crow Canyon Road, Public Services Dept. San Ramon, CA 94582
Contact Person Name:	Gary Savell
Contact Person Phone:	925-973-2802
Email Address:	gsavell@sanramon.ca.gov
Project Description:	Landscape services of city streets, medians, right of ways and parks

3.

Name of City :	City of Hayward
Address:	777 B Street, Hayward, CA 94541
Contact Person Name:	Richard Nield
Contact Person Phone:	510-385-1068
Email Address:	richard.nield@hayward-ca.gov
Project Description:	Landscape Services for Medians and Downtown Hayward sites.



Submitted by:

Travis Wilson

Cell # 775-303-6412

travis.wilson@brightview.com

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: February 16, 2022

TO: Honorable Mayor and City Council

FROM: Chris Lamm, Public Works Director / City Engineer

APPROVED: Mali LaGoe, City Manager

**SUBJECT: REQUEST FOR NON-COLLECTION OF FEES FOR THE
SCOTTS VALLEY FIRE PROTECTION DISTRICT CORNHOLE
TOURNAMENT FUNDRAISER**

SUMMARY OF ISSUE

The Cornhole Tournament Fundraiser is sponsored by the Scotts Valley Fire Protection District benefitting the San Jose Burn Foundation. The District held this tournament two years ago at Siltanen Park with the intention of making it an annual event. Unfortunately, due to COVID, the event was unable to be held for the past two years. The District is planning on holding their event on Sunday, June 5th this year at Siltanen Park with all proceeds going to the San Jose Burn Foundation. There will be no impact on the sports leagues.

Under existing practice, the entertainment permit application fee (\$218) for events is waived for non-profits requesting to host events in the City. In addition, in order to contribute as much money as possible, the District is requesting that City Council consider not collecting the \$450 daily facility rental fee.

As part of the Recreation Assessment presented to City Council in fall of 2021, recommendations were made to conduct a facility rental fee study and establish fees for facility uses at market rates and set cost recovery goals for various programs and activities. While that activity has yet to occur, waiving of fees for certain users would have an impact on the remaining users who do pay fees when this study is performed and cost recovery goals are established.

FISCAL IMPACT

The fiscal impact associated with the action will result in a loss of revenue in the amount of \$450. Deficits in the Recreation Enterprise Fund are covered by the City's General Fund. Facility rental and/or event permit revenue not collected from non-profit organizations for community events in non-COVID years is estimated to be approximately \$11,000.

STAFF RECOMMENDATION

It is recommended that Council consider the non-collection of fees for the Scotts Valley Fire Protection District Cornhole Tournament Fundraiser.

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SCOTTS VALLEY FIRE PROTECTION DISTRICT

7 Erba Lane, Scotts Valley, California 95066 (831) 438-0211 Fax (831) 438-0383

To: Scotts Valley City Council

From: Engineer/Firefighter Josh Nehf

Re: Fundraiser

Date: Sunday June 5th, 2022

My name is Josh Nehf. I'm a firefighter with Scotts Valley Fire and our union, a non-profit 501c, is putting on a fundraiser benefit for the San Jose Burn Foundation (<https://sjfirefightersburnfoundation.org/>). We put this event on at Siltanen 2 years ago with the goal of raising as much money as possible for the foundation. Due to covid the last 2 years we have been unable to hold the event. We are kindly asking for a non-collection of fees for this event so we can donate every penny we raise to the foundation. Thank you very much for taking this into consideration. If you have any questions about the event, our union, or anything else please feel free to reach out to me.

Josh Nehf
831-234-2522

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: February 16, 2022

TO: Honorable Mayor and City Council

FROM: Chris Lamm, Public Works Director/City Engineer

APPROVED: Mali LaGoe, City Manager

**SUBJECT: REQUEST FOR NON-COLLECTION OF FEES:
ROTARY CLUB OF SCOTTS VALLEY DRIVE-THRU BBQ
FUNDRAISER**

SUMMARY OF ISSUE

The Rotary Club is a service club providing community service to both local and international communities. Their main causes are youth and the environment. They are hosting a Drive-thru BBQ fundraiser on Saturday, March 19, 2022 at the Scotts Valley Community Center benefitting all four schools in the Scotts Valley School District, providing scholarships to graduating Scotts Valley Seniors, as well as benefiting NOAA's Ocean Guardian School Program to promote ocean and watershed conservation at our high school.

Under existing practice, the entertainment permit application fee (\$218) for events is waived for non-profits requesting to host events in the City. In addition, in order to contribute as much money as possible to these causes, the Rotary Club is requesting that City Council consider not collecting the \$750 daily rental fee for the Community Center.

As part of the Recreation Assessment presented to City Council in fall of 2021, recommendations were made to Conduct a facility rental fee study and establish fees for facility uses at market rates and set cost recovery goals for various programs and activities. While that activity has yet to occur, waiving of fees for certain users would have an impact on the remaining users who do pay fees when this study is performed and cost recovery goals are established

FISCAL IMPACT

The fiscal impact associated with the action will result in a loss of General Fund revenue in the amount of \$750. Facility rental and/or event permit revenue not collected from non-profit organizations for community events in non-COVID years is estimated to be approximately \$11,000.

STAFF RECOMMENDATION

It is recommended that Council consider the non-collection of fees for the Rotary Club of Scotts Valley Drive-thru BBQ fundraiser.

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ROTARY CLUB OF SCOTTS VALLEY
P.O. Box 66781 • Scotts Valley, California 95066
Website: www.scottsvalleyrotary.org

February 7, 2022

City of Scotts Valley City Council
1 Civic Center Drive
Scotts Valley, CA 95066

Dear City Council Members,

The Rotary Club of Scotts Valley has reserved the Scotts Valley Community Center to hold a Drive thru BBQ Event on March 19, 2022. Please see attached event flier.

As a service club that has served the Scotts Valley community for forty-seven years we are asking you to consider a non-collection of fees for the use of the facility except for the cleaning fee of \$230, which has been paid.

Proceeds from the event will benefit all four schools in the Scotts Valley School District, and provide scholarships to graduating Scotts Valley Seniors as well as several other programs traditionally supported by the Club, such as NOAA's Ocean Guardian School Program to promote ocean and watershed conservation at our high school.

Rotary is a service club. Its business is humanity. Its product is to provide community service to both local and international communities and in an increasingly complex world, Rotary provides one of the most basic human needs: the need for friendship and fellowship. "Together we work to make the world better. Our main causes are youth and the environment. We empower women and educate the youth to become leaders in their community and stewards of the environment."

Thank you for your consideration,

Bill Holl, Fundraising Chair
The Rotary Club of Scotts Valley



ROTARY CLUB OF SCOTTS VALLEY
P.O. Box 66781 • Scotts Valley, California 95066
Website: www.scottsvalleyrotary.org

PRESS RELEASE

CONTACT: Bill Holl, Fundraising Co-Chair
(831) 345-5395 or
Marc Winqvist, Fundraising Co-Chair
(831) 345-8760
Rotary Club of Scotts Valley

ROTARY CLUB OF SCOTTS VALLEY PRESENTS DRIVE THRU BBQ - MARCH 19, 2022

The Rotary Club of Scotts Valley will be hosting its annual fundraiser on March 19, 2022 featuring a Drive thru BBQ at the Scotts Valley Community Center, 360 Kings Village Road in Scotts Valley. Proceeds from the event will benefit all four schools in the Scotts Valley School District, and provide scholarships to graduating Scotts Valley Seniors as well as several other programs traditionally supported by the Club, such as NOAA's Ocean Guardian School Program to promote ocean and watershed conservation at our high school.

The Drive thru BBQ Complete Meal pick up will be from 5:00 PM to 6:00 PM. Tickets are \$60 for a Complete Meal that serves up to 4 people featuring a 40 ounce Premium Tri Tip Roast, Sourdough Garlic Bread Loaf, Garden Salad, and Ranch Style Beans. A bottle of wine can be added for an additional \$20. 100 Complete Meal Tickets are available so order now before they are sold out at <https://drivethrubbq.brownpapertickets.com>.

Rotary is a service club. Its business is humanity. Its product is to provide community service to both local and international communities and in an increasingly complex world, Rotary provides one of the most basic human needs: the need for friendship and fellowship. "Together we work to make the world better. Our main causes are youth and the environment. We empower women and educate the youth to become leaders in their community and stewards of the environment."

About the Rotary Club of Scotts Valley

The Rotary Club of Scotts Valley contributes to all four schools in the Scotts Valley Unified School District and provides scholarships to seniors at Scotts Valley High School. In 2021, ten \$1000 scholarships were awarded. The Club also sponsors local Cub Scout Pack 608 and sends high school students to the Rotary Youth Leadership Awards program and Area Speech Contest. Recent international projects have included outfitting a hospitality vocational training center in Cambodia, supporting Sister Rosemary in her quest to save abused girls in Uganda, and helping Assist International with a hospital project in Ethiopia.

Scotts Valley Rotary

"People of Action"



Presents a Drive thru BBQ EVENT!

Saturday - March 19, 2022

40 Ounce Premium Tri Tip Roast

Sourdough Garlic Bread Loaf

Garden Salad

Ranch Style Beans

Serves up to 4 people

Drive Thru Pick Up at the Scotts Valley Community Center

360 Kings Village Road, Scotts Valley, CA

5:00-6:00 PM on Saturday, March 19th

COMPLETE MEAL FOR \$60

ADD A BOTTLE OF WINE FOR \$20

Purchase Tickets at <https://drivethrubbq.brownpapertickets.com>

